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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. March 4, 2014

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on February 25, 2014

AWARDS AND PROCLAMATIONS

- Proclamations:

Professional School Social Work Month
Women in Construction Week
Problem Gambling Awareness Month
- Service Award:

David L. Olinger
- Recognitions:

National Award for "Hook A Kid On Golf"
CPRP (Professional Certification in the field of Parks & Recreation) for Matt Martinez and Lisa Klaassen

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. William A. Draper – Backlog of complaint waiting to be heard by the City Manager’s Review Board.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 21)

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

1. Policy Regarding the Bidding of Construction Contracts in Public-Private Development Projects.
(Deferred February 4, 2014)

RECOMMENDED ACTION: Adopt the Resolution setting forth the Public-Private Construction Bid Policy and authorize the necessary signatures.

IV. NEW COUNCIL BUSINESS

- 1a. Wichita Mid-Continent Airport Renaming.

RECOMMENDED ACTION: Approve renaming Wichita Mid-Continent Airport the "Wichita Dwight D. Eisenhower National Airport," and direct staff to begin implementation work including the development of documents for federal recognition.

1. Wichita Sedgwick County Community Action Partnership Memorandum of Agreement for Individual Development Account Funding.

RECOMMENDED ACTION: Approve the Wichita Sedgwick County Community Action Partnership Memorandum of Agreement with the Kansas Association of Community Action Programs (KACAP).

2. HOME Program - Amendment to Power CDC Funding Agreement. (District I)

RECOMMENDED ACTION: Approve the amendment to the funding agreement and authorize the necessary signatures.

3. 2014 Neighborhood Clean-up Program.

RECOMMENDED ACTION: Approve the Neighborhood Cleanup Program, authorize changes to the Dollars for Doers program and the recommended funding allocations.

4. Swimming Pool Improvements. (Districts I, II, IV, V and VI)

RECOMMENDED ACTION: 1) adopt the bonding resolution 2) authorize the initiation of the project, and 3) authorize all necessary signatures.

5. Improvements to the Pawnee Bridge at Arkansas River. (Districts III and IV)

RECOMMENDED ACTION: Approve the design concept and revised budget, place the amending ordinance on first reading, and authorize the necessary signatures for all permits and agreements associated with the project.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

1. 2014 Flat Rent Schedule - Public Housing Program.

RECOMMENDED ACTION: Approve the 2014 Flat Rent schedule for the Public Housing Program.

2. Over-Income Tenant Policy - Public Housing Program.

RECOMMENDED ACTION: Review and approve the Over-Income Tenant Policy for Wichita Housing Authority (WHA) Public Housing tenants whose income increases following initial occupancy.

3. Revisions to the City of Wichita Housing Authority Dwelling Lease Agreement Public Housing Program.

RECOMMENDED ACTION: Review and approve the proposed revisions to the City of Wichita Housing Authority Dwelling Lease Agreement for the Public Housing Program.

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. NON-CONSENT AIRPORT AGENDA

(ITEM MOVED TO NEW BUSINESS IV-1A)

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. Approval of travel expenses for Council Member Janet Miller to attend the Kansas Health Institute Health Impact Assessment legislator discussion in Topeka, KS, March 11, 2014.

RECOMMENDED ACTION: Approve the expenditures.

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 21)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated March 3, 2014.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses:

<u>Renewal</u>	<u>2014</u>	<u>Address</u>
Robert Floyd	Kellogg Gift Shope Inc. dba Patricia's	6143 West Kellogg

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2014</u>	<u>(Consumption on Premises)</u>
John M Wright	Braeburn Golf Course**	4201 East 21st
Kurt M Schmidt	Picasso's Pizzeria**	621 West Douglas

<u>Renewal</u>	<u>2014</u>	<u>(Consumption off Premises)</u>
Cari Spainhour	Quik Trip #315***	1500 South Maize Road
Cari Spainhour	Quik Trip #316***	14402 East Kellogg
Cari Spainhour	Quik Trip #396***	324 South West Street

**General/Restaurant (need 50% or more gross revenue from sale of food)

***Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

4. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:

- a. Sanitary Sewer Improvements for Legacy Third Addition. (District IV)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

6. Consideration of Street Closures/Uses.

- a. Community Events - Prairie Fire Spring Half Marathon. (Districts I, IV and VI)
- b. Community Events - Prairie Fire Spring Half Marathon 5k. (Districts I and IV)
- c. Community Events - Dave Hammer Memorial Run. (District I)
- d. Community Events - Friends University President's 5K. (District IV)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

7. Design Services Agreement:

- a. Supplemental Design Agreement No. 1 for Improvements to Tyler Road, 29th to 37th Streets North. (District V)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

8. Change Order:

- a. Change Order No. 1 for Botanica Expansion Project. (District VI)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

9. Minutes of Advisory Boards/Commissions

Board of Electrical Appeals, December 10, 2013
Metropolitan Area Building and Construction Department Advisory
Boards Joint Meeting, January 27, 2014
Deferred Compensation Board, November 21, 2013

RECOMMENDED ACTION: Receive and file.

10. Resolution of Support for Application for Housing Tax Credits; Rushpointe Apartments. (District I)

RECOMMENDED ACTION: Adopt the resolution of support for the application for Housing Tax Credits for Rushpointe Apartments, subject to all local building and zoning codes, ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirement, and authorize the necessary signatures.

11. Child Care Licensing Grant Application.

RECOMMENDED ACTION: Approve the grant application and authorize the necessary signatures.

12. O. J. Watson Park Fishing Dock, CFAP Grant Application Agenda. (District III)

RECOMMENDED ACTION: Approve the grant application and authorize the necessary signatures.

13. Claim for Crop Damages Related to ASR Construction.

RECOMMENDED ACTION: Approve payment of the claim to Mr. Kendel Koehn in the amount of \$16,606.

14. Weed Abatement Assessments. (Districts I, II, III, IV and VI)

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinance on first reading.

15. LexisNexis Contract Renewal - Legal Research Data Service.

RECOMMENDED ACTION: Approve the LexisNexis contract and authorize the necessary signatures.

16. Notice of Intent to Use Debt Financing - Airport Police and Fire Building System Improvements - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

17. Notice of Intent to Use Debt Financing - Airfield Equipment (Dump Truck) Acquisition - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

18. Second Reading Ordinances: (NONE)

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

19. *ZON2009-00032 – Extension of time to complete the platting requirement for a zone change request from B Multi-family Residential to GC General Commercial with a Protective Overlay (PO); generally located west of Broadway Avenue and south of 29th Street North. (District VI)

RECOMMENDED ACTION: Approve an extension of the platting deadline to March 4, 2015.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

- 19a. **2014 Utility Allowances - Public Housing Program.**
(Deferred February 25, 2014)

RECOMMENDED ACTION: Defer action on this item until March 18, 2014.

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

20. ***Airport Police and Fire Building System Improvements - Wichita Mid-Continent Airport.**

RECOMMENDED ACTION: Approve the project budget.

21. ***Airfield Equipment (Dump Truck) Acquisition - Wichita Mid-Continent Airport.**

RECOMMENDED ACTION: Approve the project, authorize the purchase and the necessary signatures.

City of Wichita
City Council Meeting
March 4, 2014

TO: Mayor and City Council

SUBJECT: Policy Regarding the Bidding of Construction Contracts in Public-Private Development Projects

INITIATED BY: Office of Urban Development

AGENDA: Unfinished Business

Recommendation: Adopt the Resolution setting forth the Public-Private Construction Bid Policy.

Background: In 1996, the City Council adopted Charter Ordinance No. 177 in conjunction with the development of the Hyatt Regency Hotel in Downtown Wichita. Charter Ordinance No. 177 was later replaced by Charter Ordinance No. 203. The Charter Ordinance provides a legal basis for the non-competitive selection of general contractors in public-private construction projects when a development agreement has been authorized by a City ordinance and approved by a two-thirds majority vote of the City Council. Since that time, the City has partnered numerous times with private developers on redevelopment projects in which construction costs were funded at least in part with City funds. In some cases the construction work was contracted without bidding, and in other cases the selection was subject to the City's public bidding process.

On February 4, 2014, following extensive consultation with stakeholders in the public-private development sphere, City staff presented the attached policy that defines when a public-private construction contract is to be bid and when bidding is not required. The City Council voted to defer the item to the March 4, 2014 City Council Meeting and request additional consultations with general contractors who might be impacted by the policy.

Analysis: Charter Ordinance No. 203 provides a home rule exception to state laws requiring the public bidding of publicly financed construction. The Charter Ordinance encompasses public-private projects that are subject to development agreements as well as private projects that are financed by industrial revenue bonds issued by the City. The Charter Ordinance also requires completion of such construction work to be further secured by instruments of surety such as payment and performance bonds or bank letters of credit. Provisions of charter ordinances cannot be waived without amending the ordinance. It is proposed therefore to leave the Charter Ordinance in place and to supplement it with a policy resolution.

The attached Resolution states that it is the intent and policy of the Governing Body to forego using the authority conveyed by the Charter Ordinance to allow non-competitive selection of construction contractors and to instead use the following criteria to determine when a public-private construction contract is to be bid and when bidding is not required:

1. Competitive bidding SHALL be required for any discreet, free-standing construction work funded entirely with City funds. A typical example would be a parking structure that is not connected or integrated into a privately constructed building.
2. Competitive bidding shall NOT be required for any construction work funded by a combination of City funds and private developer funds, subject to the following provisos:

- a. General contractors shall be required to select subcontractors through a competitive procurement process agreeable to the City, and;
- b. As a cost of the project, the City will engage a third party expert to verify construction estimates and contracts with respect to reasonable market costs and appropriate allocation of costs between public and private funding.

The Resolution also states that it is not the intent of the policy to preclude the developers' use of a request for proposal (RFP) process to select contract managers, construction managers or project managers to work on public-private construction projects. The Resolution would also allow the use of a construction manager at-risk as an alternative to bidding the general contractor, as long as it is authorized by a development agreement approved by a 2/3 majority vote of the City Council and selection is made by means of the RFP process.

Staff has consulted with general contractors who had questions about the availability of third party experts that could verify construction estimates and cost allocations. Staff research indicates that independent professional estimators are available in nearby metro areas and local engineering firms also have the necessary expertise to verify cost estimates and allocations.

Financial Considerations: The adoption of the proposed bidding policy for public-private construction projects will not have a predictable financial impact on the City of Wichita.

Legal Considerations: The City Council has the inherent authority to promulgate policies by resolution. The attached resolution has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council adopt the Resolution setting forth the Public-Private Construction Bid Policy and authorize the necessary signatures.

Attachment: Public-Private Construction Bid Policy Resolution

City of Wichita
City Council Meeting
March 4, 2014

TO: Mayor and City Council

SUBJECT: Wichita Mid-Continent Airport Renaming

INITIATED BY: City Manager's Office

AGENDA: *New Business*

Recommendation: Rename Wichita Mid-Continent Airport per the Airport Advisory Naming Committee's recommendations.

Background: On October 8, 2013, a representative from the group "Citizens for Eisenhower Airport" presented to the City Council a petition to rename Wichita Mid-Continent Airport the "Wichita Dwight D. Eisenhower International Airport." On November 5, 2013, the City Council created an Airport Naming Advisory Committee tasked with determining the appropriateness of renaming the airport after President Eisenhower.

On January 22, 2014, the Airport Naming Advisory Committee voted to recommend to the City Council that Wichita Mid-Continent Airport be renamed the "Wichita Dwight D. Eisenhower National Airport."

Analysis: City Council Policy 13 establishes the requirements and procedures for the naming or renaming of public facilities. The policy calls for a seven-member committee consisting of residents appointed by the Mayor and City Council to make a recommendation for City Council consideration. In recommending that the airport be named after President Eisenhower, the Committee felt that Eisenhower had made a significant impact on the Wichita community, both generally as a United States President, as well as specifically through his impact on the local aircraft industry.

Financial Considerations: No further financial analysis has been completed since Airport staff presented cost estimates to the City Council at the November 5, 2013 meeting. The Airport Advisory Naming Committee reviewed these estimates, determining that of the initial \$749,850 figure, only \$276,850 represented truly required costs, with the remainder representing optional items. Of the required items, \$135,350 of those expenses could be paid by the Airport itself, with the remaining \$141,500 needing to come from other sources, likely the City of Wichita.

Legal Considerations: The action taken by the Airport Naming Advisory Committee must be consistent with the provisions of City Council Policy 13.

Recommendations/Actions: It is recommended that the City Council approve renaming Wichita Mid-Continent Airport the "Wichita Dwight D. Eisenhower National Airport," and direct staff to begin implementation work including the development of documents for Federal recognition.

Attachments: Airport Advisory Naming Committee Recommendation Memo.



COMMITTEE MEMORANDUM

TO: Mayor Carl Brewer and the Wichita City Council
FROM: Airport Advisory Naming Committee
SUBJECT: Recommendation on Renaming Wichita Mid-Continent Airport
DATE: 2/04/2014

Recommendation

Upon reviewing the requirements listed in City Council Policy #13 (Advisory Committee on Naming of Public Facilities/Land) and the proposal to rename Wichita Mid-Continent Airport after President Dwight D. Eisenhower (herein referred to as “Eisenhower”), the Airport Advisory Naming Committee (herein referred to as the “Committee”) voted 6-1 to recommend that the City Council proceed with renaming the airport the “Wichita Dwight D. Eisenhower National Airport.”

Rationale

The Committee believed their primary purpose was to reflect upon the appropriateness of the proposed name, and thus used City Council Policy #13 as guidance. The requirements listed in items 1-4 and 6-9 were either clearly met or not applicable to the situation at hand, while items 10-12 cover procedural issues rather than criteria that had to be evaluated by the Committee. Hence, discussion centered around requirement 5: “The person being distinguished must be one who has made a significant contribution to the City and such a person must have been primarily responsible for the existence or well-being of the facility.” The two components of this requirement were examined separately.

First, the Committee determined that Eisenhower had in fact made significant contributions to the City:

- Eisenhower was a strong proponent of air superiority throughout his military and political career which had profound effects on the local economy.
 - Eisenhower deployed and supported the use of B-17s and B-29s worldwide during World War II. Many of these aircraft were built in Wichita.
 - Eisenhower approved the deployment of B-52s in 1955 and made them the backbone of American national defense for decades. In that era, most B-52s were built in Wichita.
- Eisenhower was instrumental in the creation of the interstate highway system which has profoundly benefited Wichita through the economic impact of traffic along interstate highways 35, 135, and 235.

Beyond the above mentioned contributions specific to Wichita, Eisenhower made significant contributions to the nation in general that by virtue of their larger scope impacted Wichita as well:

- Eisenhower was instrumental in the U.S. winning World War II. Even before becoming President, Eisenhower played a central role in making the United States the most powerful nation on earth, an achievement profound in its impact on Wichita.
- Eisenhower appointed five pro-desegregation justices to the Supreme Court; passed the first civil rights legislation in 82 years (1957); completed desegregation of the armed forces; and sent troops into Little Rock, Arkansas to enforce school desegregation. As a result, Wichita's schools were desegregated, as was McConnell Air Force base.
- Eisenhower's historic September 11-12, 1956 White House Conference on citizen diplomacy made a viable sister cities program possible. Wichita now has sister city relationships with Orleans, France; Tlalnepantla, Mexico; Cancun, Mexico; and Kaifeng, China.

Second, the Committee also determined that Eisenhower had been primarily responsible for the existence and well-being of the airport. In 1953, Eisenhower approved the re-designation of the old Wichita Municipal Airport as an Air Force Base (later named for two World War II veterans). It became the major training facility for America's B-47 crews, and paved the way for the construction of a new facility in a new location to serve as Wichita's new municipal airport. While the Committee felt this connection was strong enough to satisfy the second condition of requirement 5 of City Council Policy #13, the City Council has the ability to waive this condition altogether due to the clause at the end of the Policy #13 document which allows for any requirement to be waived at the discretion of the City Council (with the exception of the first part of requirement 5 which is clearly met.) The City of Wichita has numerous facilities named after individuals who were not primarily responsible for the existence and well being of the facilities bearing their names, including the Lynette Woodard Recreation Center, the Mary Jane Teall Theater inside Century II, and the Tex Consolver Golf Course.

Additional Considerations

Beyond the technical requirements of City Council Policy #13, the Committee discussed additional points that further solidified the decision to recommend the name change to the City Council:

- The building of the new airport terminal provides an opportunity to extend the "reimagining" of the airport beyond new construction and into the symbolism it represents. Wichita is entering a new chapter in its history; the economy is recovering, downtown is redeveloping, and the energy and enthusiasm of the City is rising. While it was acceptable in 1973 to recycle the identity Kansas City discarded when they built their new airport, Wichita has outgrown the geographically incorrect "Mid-Continent" moniker. Wichita's airport, with its brand new terminal, deserves a name recognized around the world... a name synonymous with excellence. The City needs to capture this opportunity.
- Additional analysis of the estimated costs prepared by airport staff gave the Committee a better understanding of which costs were required and which were optional. While items such as an airport entrance monument sign may be important, the cost of these optional items makes up a significant portion of the estimated \$749,850 cost. In the Committee's estimation, the required costs associated with the name change would total less than \$300,000. The Committee believes these costs are reasonable in light of similar "image enhancing" expenditures the City has engaged in, such as public art installations. While it is difficult (if not impossible) to capture the economic impact of cultivating a particular image for the community, historically, identity appears to be an important thing to invest in.

The Committee also formulated additional recommendations for the City Council to consider should they proceed with the recommendation to rename the airport after Eisenhower:

- While the cost estimate provided by staff at the airport appeared manageable, the City should not rename the airport without a better understanding of the costs, including additional costs such as in-terminal displays featuring Eisenhower's life and accomplishments, additional signage in the terminal and surrounding grounds, and perhaps even a statue. While not everything would need to be done at once and private donations could likely be sought, a name change alone would not properly honor Eisenhower and his legacy. Preliminary conversations between some Committee members and representatives from the Eisenhower Presidential Library, Museum, and Boyhood Home have indicated their willingness to assist the City in maintaining a display at the airport chronicling Eisenhower's life and accomplishments, which could help offset costs.
- Not only is the name change recommended, but the Committee members voting for that recommendation unanimously recommend "Wichita Dwight D. Eisenhower National Airport" as the official name. The Committee felt it was important to include Eisenhower's full name to be consistent with all other airports named after presidents, and that "Wichita" should be included as well. The Committee felt it was important to use either the "national," "international," or "regional" designation, (again, consistent with the majority of other airports around the nation), but that "regional" was too limited while "international" could serve as a distraction given the limited international capabilities of the airport at this time. Thus, "national" was included in the recommendation.

**City of Wichita
City Council Meeting
March 4, 2014**

TO: Mayor and City Council

SUBJECT: Wichita Sedgwick County Community Action Partnership Memorandum of Agreement for Individual Development Account Funding

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve the Wichita Sedgwick County Community Action Partnership Memorandum of Agreement with the Kansas Association of Community Action Programs (KACAP).

Background: On August 6, 2013, the City Council approved the Wichita Sedgwick County Community Action Partnership (WSCCAP) Individual and Family Development (IFD) model for helping families achieve self-sufficiency. The IFD model utilizes a three-part approach to helping families improve and make best use of their resources: Earn It; Keep It; Grow It.

On September 17, 2013, the City Council authorized WSCCAP to apply for funds from Interfaith Housing Services, which would provide matching savings incentives for participants in the IFD program. Interfaith Housing Services (IHS) has been designated by the Kansas Department of Commerce to administer the Individual Development Account (IDA) program, also called Creating Assets, Savings and Hope (CASH). IDAs are matched savings accounts designed to help households accumulate funds for high return investments in homeownership, home repair, post-secondary education, specialized skills training, or small business capitalization. IDAs are designed to increase savings and investments for the working households whose income falls below 200 percent of the Federal poverty guidelines.

Analysis: WSCCAP prepared an application to become a Regional Service Provider to be able to access CASH program funds. However agreement could not be reached over contract language, the application was not submitted and the concept was put on hold.

Staff entered into conversations with the Kansas Association of Community Action Programs (KACAP), to determine if that agency would be interested in submitting an application to IHS on behalf of the WSCCAP program. They agreed and on February 4, 2014, the KACAP Board of Directors approved a proposal for KACAP to serve as the Regional Service Provider with Interfaith Housing Services and enter into an agreement with WSCCAP to provide CASH program funds.

The next step in the process of being able to access the CASH program funds is approval of a Memorandum of Agreement with KACAP.

Financial Considerations: No general operating funds from the City budget are obligated by the application.

Legal Considerations: The Law Department has reviewed and approved the Memorandum of Agreement with KACAP as to form.

Recommendation/Action: It is recommended that the City Council approve the Wichita Sedgwick County Community Action Partnership Memorandum of Agreement with the Kansas Association of Community Action Programs (KACAP).

Attachments:

Memorandum of Agreement

CASH Program summary

MEMORANDUM OF AGREEMENT

PARTIES AND SUMMARY OF AGREEMENT

The parties to this Agreement are the Kansas Association of Community Action Programs (KACAP), and the Wichita Sedgwick County Community Action Partnership (WSCCAP).

The purpose of the Agreement is to outline the roles, responsibilities and mutual understandings between KACAP and WSCCAP with regard to both parties' participation in the "Creating Assets, Savings and Hope", or, "CASH" program. The program is administered through Interfaith Housing Services in Hutchinson, Kansas. The program enables participating low and moderate income individuals to open matched savings accounts, called Individual Development Accounts (IDAs), for use in purchasing designated assets and assisting them to become economically self-sufficient. In support of this goal, participants receive personal finance and money management education, peer and staff support, and individual asset development counseling.

KACAP, a IRS designated 501 (c)3 corporation, will serve as an intermediary between WSCCAP and Interfaith Housing Services, enabling WSCCAP clients to participate in an Individual Development Account program. KACAP will be the designated Regional Service Provider for the CASH Program and WSCCAP will be the provider of direct CASH Program services for eligible participants residing in WSCCAP's Community Services Block Grant designated service territory.

RESPONSIBILITIES of KACAP

KACAP commits to maintaining designation as a Regional Service Provider (RSP) through Interfaith Housing Services. As an RSP, KACAP will designate WSCCAP lead staff as the primary point(s) of contact for direct, program-related communications with CASH Program representatives.

KACAP will accept, according to IHS CASH program rules, financial payments from IHS on behalf of WSCCAP clients prepared to make an asset purchase. KACAP will forward 100% of participant match payments to WSCCAP, and/or the designated asset vendor, within five days of KACAP's receipt of funds from IHS.

KACAP will accept, according to IHS CASH program rules, administrative payments from IHS in the amounts of:

- \$100.00 when a client account is opened
- \$100.00 when a client saves consistently (minimum \$20 per month) in the first six months they are in the program; and
- \$100.00 when a client purchases their asset

KACAP will forward all administrative payments received from IHS, minus a 5% administrative fee, to WSCCAP, within 15 business days of KACAP's receipt of funds.

KACAP will, when asked by IHS or WSCCAP, serve as a liaison between IHS and WSCCAP regarding concerns, program difficulties or performance deficiencies.

WSCCAP RESPONSIBILITIES

WSCCAP will appoint a representative to serve as a primary point of contact with IHS.

WSCCAP will ensure that staff engaged in the CASH Program receive appropriate training as determined by IHS.

WSCCAP will provide all direct client services required by IHS for client participation and support in the CASH Program, including:

- Undertake recruitment, orientation and enrollment, training and support to participants, and asset purchase assistance for participants.
- Provide Creating Assets, Savings and Hope participants with current information on savings, interest and program match amount.
- Secure written IDA participant contracts, outlining savings and match commitments, asset goal(s) and other information as required by IHS.
- Monitor program participants' monthly savings activity in an effort to maximize timely deposits and help them reach their savings goals and become successful asset owners.
- Follow all procedures and regulations in the IHS Creating Assets, Savings and Hope Program Policies and Procedures Manual.
- Identifying and creating working relationships with area financial institutions willing to host participant accounts.

WSCCAP will submit required reports directly to IHS on client services and client progress.

WSCCAP will assist with monitoring and evaluation activities as requested by IHS.

TERM AND DURATION

This agreement is for one year, automatically renewed annually until cancelled or invalidated, and is effective from the date of the latest signature below. Changes are made to this agreement by mutual written consent. Changes mandated by IHS, the KACAP Board of Directors, or any KACAP funding source, will be communicated to WSCCAP within fourteen days and subsequently implemented in this agreement within fourteen days and will not require mutual consent.

This Agreement can be terminated with fourteen days notice, upon written request from either party to the other. This Agreement may be terminated at any time under the following circumstances:

- In the event of a breach of any material provision of this Agreement on 30-days written notice by the non-breaching party to the other party, but only if such breach is not cured within 30 days after such notice is given. The notice shall specify the nature of the breach.
- WSCCAP assigns or attempts to assign this Agreement or any of its obligations hereunder without the advance written consent of KACAP.
- In the event of either the loss of Federal, state, and private funding or notification received from IHS of the potential loss of grant funds.

In the event WSCCAP initiates a termination of this Agreement, WSCCAP agrees to continue to serve program participants at least until through the Agreement termination date.

All notices, demands, approvals and consents which may or are required to be given by one party to the other under this Agreement shall be in writing and may be delivered electronically provided that the Sender assumes responsibility for verifying actual delivery of notices to the Recipient.

AGENCY NOT INTENDED, CONFLICT OF INTEREST AND FINAL AUTHORITY

WSCCAP shall not incur any liability or obligation in the name of IHS nor KACAP and shall have no power or right to bind IHS or KACAP to any contracts or agreements.

WSCCAP agrees ~~to~~ that WSCCAP representatives will clearly disclose involvement in this Agreement, including any terms and conditions thereof, to the KACAP Board of Directors and that WSCCAP representatives serving on the KACAP Board will not participate in decisions impacting this agreement.

WSCCAP agrees that any appeals or grievances regarding decisions made or actions taken by KACAP within the terms of the Agreement shall be received and resolved by the KACAP Board of Directors and that the KACAP Board will serve as the final authority in resolving any such disputes. WSCCAP agrees to abide by the decisions of the KACAP Board with regard to this Agreement.

ATTESTATIONS

The undersigned, as representatives of KACAP and WSCCAP, agree to all terms and conditions set forth:

KS Association of Community Action Programs

Date

Wichita Sedgwick County Community Action Partnership

Date

Creating Assets Saving & Hope

[Also known as Individual Development Accounts (IDA)]



This savings incentive program is a proven economic development tool which creates more homeowners, safer homes, small businesses, and higher educated wage earners.

Income qualifying households set a goal of first time homeownership, home repair, higher education, or small business capitalization. Individuals who complete the required financial education classes learn to better manage their existing finances which allows them an opportunity to save for their future.

We provide motivation for financial responsibility with a 2:1 match of their savings. The client saves for a minimum of 6 months and participates in life skills workshops designed for strengthening their financial security and self-sufficiency.

The program transitions low income families off of government and social services assistance, breaks the cycle of generational poverty, and builds assets in our communities.

Currently serving 48 counties in Kansas, Interfaith Housing Services, along with our Regional Service Providers, are expanding this economic development tool throughout the state.

To Date:

- ⇒ Over 115 families have purchased assets through our program.
- ⇒ Over 200 clients have completed financial education and are currently saving for their asset.
- ⇒ This means that many more new homeowners, higher educated wage earners, small businesses, or better maintained homes in less than three years.

These clients will have **saved their own money** to develop assets in Kansas. Combined with the private investment from local donors, state tax credits, and our matching grant, this program matches those savings 2:1 and has had an impact by investing in:

- ◆ First homes
- ◆ A stronger work force
- ◆ Better maintained neighborhoods
- ◆ Small business development
- ◆ Eliminating families from depending on government and social services assistance

City of Wichita
City Council Meeting
March 4, 2014

TO: Mayor and City Council

SUBJECT: HOME Program; Amendment to Power CDC Funding Agreement
(District I)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve the amendment to the funding agreement and authorize the necessary signatures.

Background: On October 16, 2001, the City Council approved acceptance of a property donation by the Tjaden family, owners of a tract of land located at 25th Street North and Minnesota. The City also agreed to donate the subject land to Power CDC, a City-designated Community Housing Development Organization (CHDO), for its development of affordable single-family housing. The development was to be financed with funding provided through the City's HOME Investment Partnerships (HOME) Program, and private sector construction loans. There are two separate addition plats, Power CDC 2nd Addition and Power CDC 3rd Addition, which provide for a total of 53 single-family homes. Power CDC completed construction of the 23 homes within Power CDC 2nd Addition. All homes were sold to owner-occupant homebuyers.

Since 2007, the City Council has approved funding on an annual basis, through CHDO set-aside funding and/or the Housing Development Loan Program, to subsidize the construction of homes in the Power CDC 3rd Addition. Power CDC began construction in 2008, following the completion of streets, sidewalks, water and sewer lines. To date, 23 homes have been constructed, with 19 of the homes sold to owner-occupant homebuyers. Four completed homes are currently available for sale. All are three-bedroom units. Two of the homes were constructed as "model" homes, and two of the homes were constructed as pre-sold units. Of the pre-sold units, one buyer refused to honor the purchase contract upon completion of the home, and the other buyer's pre-approved financing was revoked prior to the completion of the home. In addition to these four vacant homes, there are seven additional undeveloped home sites.

On February 4, 2014 the City Council approved an amendment to the Consolidated Plan to allow for the use of HOME funds for rental projects as required under the new HOME regulation.

Analysis: The four unsold homes are currently listed for sale with a licensed real estate agent, and are also listed within the "Multi-List" system utilized by real estate professionals within the Wichita area. The Multi-List system allows any real estate professional to enter into a "co-operative" sales transaction with Power CDC's listing real estate agent. Power CDC has also marketed its homes by advertising in community newspapers, providing brochures for housing lenders and by making informational flyers available at local retail outlets. Although Power CDC has succeeded in generating interest and home showings, potential buyers are encountering difficulty in qualifying for long-term, permanent mortgage financing, primarily based on their credit scores. In the past, homebuyers could qualify for prime rate mortgage financing with a credit score of 600. Currently, a credit score of 625 to 640 is required in order to obtain long term mortgage financing at prime rates. Further, real estate agents showing the homes within the development have indicated that potential buyers have expressed concerns regarding crime in

the area and the amount of the special assessments (\$93 per month) buyers would be required to pay as part of their monthly house payment.

Power CDC has received interest among potential rental clients, and has requested approval to convert the unsold homebuyer units to affordable rental units. The organization has selected Mennonite Housing Rehabilitation Services to manage the properties. A contractual agreement will be entered into for management services related to leasing operations, income-qualification of tenants, and maintenance for the units.

The issue of unsold homebuyer units is not an uncommon one among HOME Program Participating Jurisdictions (PJs). In recognition of changing market conditions, the new HOME regulation which became effective August 24, 2013, requires PJs to convert unsold homebuyer units to rental units within nine months of completion of construction using 2012 or 2013 funding. Although the new regulation does not technically apply to Power CDC's unsold homes because they were financed prior to the applicable time period under the new rule, expenses such as construction loan interest, utilities, property maintenance, taxes, and insurance continue to accrue on these vacant units.

Given the above circumstances, staff is recommending approval of Power CDC's request to convert the four unsold homebuyer units to affordable rental units.

Under the proposed addendum to the funding agreement, the initial rent amounts for the four three-bedroom homes will be \$639 per month, which is less than the High HOME Rent amount of \$765, net of the \$206 utility allowance, for three-bedroom units. Tenants will be required to pay for electric, gas, and water utilities. The property owner (Power CDC) will provide trash service and lawn maintenance.

In establishing rent amounts staff also considered rental rates for other properties in the area, in order to be competitive. Rent amounts for three-bedroom units at the French Quarter apartments located near 13th Street and North Minneapolis, are \$600 per month, rent amounts for three-bedroom units at Madison Avenue Apartments, located near 9th Street and North Madison are \$590 per month, and proposed "flat rent" for the Wichita Housing Authority's three-bedroom single-family homes is \$574 per month. HOME regulations require the units in a project of this size to be initially affordable to tenants with incomes not exceeding 60% of median income.

Financial Considerations: Additional HOME Program funding will be required to refinance private short-term construction loans which were used to construct the housing units, to cover project-related soft-costs, such as developer fees, and payment of taxes due. Staff estimates that a total of \$370,695 in additional funding will be required, which will result in a total project cost of \$609,730. Funding proposed for this allocation is from unallocated funds from repayments of HOME Program-related loans. Staff proposes to amend Power CDC's 2011 funding agreement, in order to provide the additional funding required to ensure a viable rental project for the duration of the 20-year affordability period.

Staff proposes to provide the additional funding in the form of two loans, secured by mortgages on the properties. The first mortgage loan will be a 20-year, zero-interest deferred payment loan in the amount of \$239,035, which represents the current investment in the project. The second mortgage loan will be provided in the form of a 20-year self-amortizing loan, in the amount of \$370,695, with 1/20 of the loan amount being forgiven annually, over a period of 20 years, which is equivalent to the affordability period to be imposed on the project, under the HOME regulation. This loan structure is proposed because the project will not produce sufficient cash flow for loan payments due to the requirement for payment of approximately \$370 per month in special assessments levied against the four units, for the next 16 years.

Infrastructure for the development was financed without CDBG funding. As a result homeowners (or in this case the property owner/manager) are responsible for payment of special assessments to cover these costs. Additionally, the special assessments include the cost of paving 26th Street and constructing a sidewalk between Piatt Circle and Madison, which was required as part of the platting process.

Power CDC has agreed to defer approximately 75% of its developer fee or \$49,605, to be deposited into a special project reserve account to serve as a general monetary operating and replacement reserve. This will ensure coverage of general operating expenses and maintenance during the lease-up period, in addition to maintenance of undeveloped lots in the Power CDC 3rd Addition, and payment of general taxes and special assessments for the undeveloped lots. Disbursements from this reserve account will require the approval of Housing and Community Services Department staff.

Staff proposes to provide the additional funding by amending Power CDC's 2011 CHDO funding agreement. Power CDC received funding for the construction of additional homes in the 2012 and 2013 one-year action plans. This funding has not been utilized, to date. Staff proposes to leave this funding in place in order to subsidize construction of pre-sold homes, or possibly a future rental project.

Legal Considerations: The amendment to the funding agreement, the HOME regulatory agreement and the loan agreements have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the amendment to the funding agreement and authorize the necessary signatures.

Attachments:

Amendment to the funding agreement

Loan agreements

Mortgage instruments

HOME regulatory agreement.

AMENDMENT TO GRANT AGREEMENT

Between

**THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

A

PARTICIPATING JURISDICTION

And

Power CDC, Inc.

HOME Investment Partnerships Program

2011 CHDO Set-Aside Funding
2008 Re-allocated CHDO Set-Aside Funding

City of Wichita
Housing and Community Services Department
332 N. Riverview
Wichita, KS 67203
Phone (316) 462-3700
Fax (316) 462-3719

This contract amendment is entered into March 4, 2014 and dated to be effective March 14, 2014, between the City of Wichita (hereinafter referred to as the CITY) and Power CDC, Inc., (also known as Power Community Development Corporation or Power CDC, a Community Housing Development Organization, hereinafter referred to as the "Developer").

WITNESSETH THAT:

WHEREAS, the above named entities were parties to a Grant Agreement dated July 1, 2011, and effective the date executed by the Mayor of the City of Wichita, July 26, 2011, and subsequently amended December 17, 2013, and dated to be effective December 17, 2013, in the amount of \$162,905.00, in which the Developer agreed to undertake an affordable housing program involving the acquisition of property and construction of single-family homes.

NOW, THEREFORE, the above named parties, in order to fulfill the original intent of the grant agreement dated to be effective July 26, 2011, and executed July 26, 2011, and subsequently amended December 17, 2013, and executed December 17, 2013, hereby agree, covenant, and contract with each other that, effective March 4, 2014, the terms of the amended agreement are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendments, modifications, and changes indicated below:

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by September 4, 2014, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 20 years following the date of completion of each unit, as defined in 24 CFR 92.2. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed \$609,730.00 as referenced in Exhibit B. Said amount includes \$239,035, of funding approved and expended under previous agreements, plus additional funding to be expended, in the amount of \$370,695.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

Power CDC, Inc.

Signature

Title of Officer

Date

CITY OF WICHITA

By _____

Carl Brewer, Mayor

Date

ATTEST:

Karen Sublett, City Clerk

Date

Approved as to Form:

Gary E. Rebenstorf, City Attorney
and Director of Law of the
City of Wichita

Date

**PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES**

Specific HOME-assisted units that are the subject of this agreement are as follows:

**Lot 22, Block 1, Power CDC 3rd Addition to the City of Wichita, Sedgwick County, Kansas
(also known as 2220 E. 26th Street, Wichita, Kansas)**

**Lot 9, Block 1, Power CDC 3rd Addition to the City of Wichita, Sedgwick County, Kansas
(also known as 2733 N. Piatt Circle, Wichita, Kansas)**

**Lot 29, Block 1, Power CDC 3rd Addition to the City of Wichita, Sedgwick County, Kansas
(also known as 2714 N. Piatt Circle, Wichita, Kansas)**

**Lot 6, Block 1, Power CDC 3rd Addition to the City of Wichita, Sedgwick County, Kansas
(also known as 2721 N. Piatt Circle, Wichita, Kansas)**

III. Administration

The Power CDC President/C.E.O. will supervise operations and administration on a day-to-day basis. The Power CDC Board of Directors is ultimately responsible for program administration.

- A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available to Power CDC for this project will be \$609,730.00, which includes
- A. Budget: The City shall pay the Developer as hereinafter set out; the maximum of \$609,730.00 for the program described in this contract. A developer fee in the amount of 15% of the total development cost will be paid to the Developer in connection with each completed project. Said amount includes \$239,035, of funding approved and expended under previous agreements, plus additional funding to be expended, in the amount of \$370,695. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Construction Expenses, Appliances, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 15% Developer Fee, Construction Loan Refinance/Principal Reduction.)

Funding previously approved and
expended under previous agreements: \$239,035.00

Additional Funding to be Provided: \$370,695.00

TOTAL \$609,730.00

C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.

1. The City and Power CDC also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$10,000, other than those within the scope of this agreement must be approved by the City Council.
2. Power CDC will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.
3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

IV. Conversion of Homeownership Activities (Sites) to Rental Projects

The four housing units described earlier in Exhibit B of this agreement have been constructed with funding provided under this agreement have not been sold to eligible homebuyers and are to be converted to HOME-assisted rental units that comply with all HOME requirements for the period of affordability applicable to each unit (20 years), as described in this Section IV. For purposes of this Section IV, the "Developer" has become the "Owner", and the following additional requirements of this Section IV shall apply:

A. Project Requirements

1. Project must conform to regulations under 24 CFR Part 92, commonly known as the HOME Regulations.
2. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, Property Standards, Tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

24 CFR 92.252, Qualification as affordable housing: Rental Housing. The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the requirements of this part, in order to qualify as affordable housing.

24 CFR 92.253, Tenant and participant protections apply, and are related to lease terms, termination of tenancy, and tenant selection.

24 CFR 92.504, Required Annual On-Site Inspections of HOME-assisted Rental Housing.

B. Initial rents for HOME-assisted units are as follows, per 2013 HUD guidelines:

3 Bedroom: \$845 - \$206 (Utility Allowance) = \$639.00

These rents assume that homes constructed under this program will feature gas heat and gas water heating, an electric range, electric air conditioning, with other electric appliances and electric lighting. Refrigerators and electric ranges are to be provided. The tenant will pay for all utilities, including water service and sewer service. Project owner will provide trash service and lawn mowing services. If utilities are to be provided in an alternative manner, the Owner will notify the City so that HOME rents can be re-calculated. HOME rents are subject to revision by HUD on an annual basis. HOME assisted units will be subject to rent limitations and other requirements specified in Section 92.252, during the period of affordability.

The Owner is also required to initially lease the HOME-assisted unit to households earning 60% or less of median annual income for the area, as determined by HUD. This requirement, in addition to the other requirements in Section 92.252, will be in effect during the period of affordability.

Units with four bedrooms may be allowed on a case-by-case basis, subject to City approval. The City will provide HOME rent amounts and utility allowances as

required.

- C. Procedures for Rent Increases: The Owner will submit requests for rental increases 60 days prior to the effective date of the proposed rent increase for review and approval by the City, prior to implementation.
- D. Leases, Tenant Selection Policies, and standards for its waiting lists will comply with 24 CFR Part 92.253, and the Owner will submit these documents to the City for review and approval, prior to lease-up.
- E. The Owner shall maintain project/tenant records for a period of no less than five years.
- F. Owner agrees to inspection of all HOME-assisted units following completion to ensure compliance with the requirements of 24 CFR Part 92.251 (a) (1) and (3). The Owner must maintain the housing in compliance with 24 CFR Part 92.251 for the duration of the affordability period, and agrees to inspection of the HOME-assisted units on an annual basis, in order to verify continued compliance with 24 CFR Part 92.251 and 24 CFR Part 92.252.
- G. Owner agrees to execute a document placing deed restrictions and covenants against the property in order to comply with 24 CFR Part 92.252. Said restrictions and covenants will be in force for the period of affordability, which is 20 years, beginning the date of project completion. Definition of project completion is specified in 24 CFR, Part 92.2. Said document will be filed of record by the City.
- H. Owner agrees to comply with the Fair Housing and Equal Opportunity Act. (92.202 and 92.250), Title VI of Civil Rights Act of 1964, (42 USC 2000d et.seq.), Fair Housing Act (42 USC3601-3620) Executive Order 11063 (amended by Executive order 12259), Age Discrimination Act of 1975, as amended (42 USC 6101), 24 CFR 5.105 (a).

Owner must comply with federal requirements set forth in 24 CFR part 5, subpart A. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. Nondiscrimination requirements at section 282 of the Act are applicable.

- J. Owner must comply with the affordability requirements in 24 CFR Part 92.252 as applicable. If Owner fails to comply with the affordability requirements in 24 CFR Part 92.252 repayment of HOME funds is required.
- K. The Owner/Project management must verify the income of tenants of HOME-assisted units prior to occupancy, per the requirements of 24 CFR Part 92.203 (a) (1) (I). Copies of source documentation are required to be maintained in tenant

files. Project management must re-examine the income of tenants of HOME-assisted units on an annual basis. Project management will utilize the definition of annual income described in 24 CFR Part 92.203 (b) (1), also known as the Section 8 Method.

- L. The Owner/Project Management agree to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for the project. The Affirmative Marketing Plan must be available for public inspection in the leasing office. The plan must contain specific steps and actions that the developer will take to provide information and otherwise attract eligible persons of all racial, ethnic, and gender groups in the housing market area of the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:
1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.
 2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period
 3. Send notices of housing availability (using form approved by the City) to agencies from a list provided by the City.
 4. Provide copies of all materials sent to community contacts announcing the housing availability to the City of Wichita Housing Services Department.
 5. No later than 90 days prior to engaging in marketing activities, the Agency should notify the City of Wichita Housing Services Department, either in writing or by telephone of the earlier of the dates on which: (1) the Agency plans to begin initial marketing activities; (2) accepts leasing applications; and (3) begins leasing units.
 6. The Owner must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
 7. The Owner will retain copies of all documentation related to marketing efforts, and make available for City inspection.
 8. The Owner will provide, for the year ending June 30 of each year, beginning June 30, 2014, an annual report, in a format to be provided by the City. Said report shall be due to the City of Wichita July 10 of each applicable year.

- M. Developer hereby agrees to deferral of Developer Fees in the amount of \$49,605.00, and deposit it into a reserve account currently held at Legacy Bank, as specified by City of Wichita Housing and Community Services staff, to be held as a project reserve account to cover maintenance expenses and taxes for the reserve green space and undeveloped lots in the Power CDC 3rd Addition. Release of any funds will require the approval of City of Wichita Housing and Community Services staff.
- N. Developer agrees that any cash flow from the project, following payment of operating expenses and deposits to replacement and/or operating reserves, shall be deposited into the replacement reserve and/or operating reserve accounts for the project, unless otherwise approved by City of Wichita Housing and Community Services staff.
- O. Developer is required to enter into a contractual agreement for management of the HOME-assisted units. The management entity to be selected by the Developer must have experience in the management of HOME-assisted and /or Housing Tax Credit assistance rental units.
- P. Lease documents, tenants selection procedures, standards for management of a waiting list, and other documents, as required, must be submitted to the City of Wichita's Housing and Community Services Department for review prior to leasing the HOME-assisted units.

Exhibit C

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Appliances, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 15% Developer Fee, Construction Loan Refinance/Principal Reduction.)

Funding previously approved and expended under previous agreements:	\$239,035.00
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Additional Funding to be Provided:	<u>\$370,695.00</u>
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TOTAL	\$609,730.00
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SECOND MORTGAGE

THIS MORTGAGE is dated March 4, 2014, between Power Community Development Corporation (referred to below as “Borrower”); and **THE CITY OF WICHITA KANSAS, A MUNICIPAL CORPORATION OF THE STATE OF KANSAS**, whose address is 455 North Main Street, Wichita, Kansas USA 67202 (referred to below as “Lender”).

Borrower owes Lender the principal sum of Three Hundred Seventy Thousand Six Hundred Ninety-Five and no/100 Dollars (U.S. \$ 370,695). This debt is evidenced by borrower’s Promissory Note dated March 4, 2014, (Promissory Note – Self Amortizing Loan) with the full debt, if not paid earlier, due and payable on September 4, 2034. This Mortgage secures to Lender: (a) the repayment of debt evidenced by the Note and with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums with interest, advanced under paragraph 7 to protect the security of this Mortgage; and (c) the performance of Borrower’s covenants and agreements under this Mortgage, and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **SEDGWICK COUNTY, KANSAS**:

Lot 22, Block 1, Power CDC 3rd Addition to the City of Wichita, Sedgwick County, Kansas (also known as 2220 E. 26th Street, Wichita, Kansas)

Lot 9, Block 1, Power CDC 3rd Addition to the City of Wichita, Sedgwick County, Kansas (also known as 2733 N. Piatt Circle, Wichita, Kansas)

Lot 29, Block 1, Power CDC 3rd Addition to the City of Wichita, Sedgwick County, Kansas (also known as 2714 N. Piatt Circle, Wichita, Kansas)

Lot 6, Block 1, Power CDC 3rd Addition to the City of Wichita, Sedgwick County, Kansas (also known as 2721 N. Piatt Circle, Wichita, Kansas)

TOGETHER With all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Mortgage. All of the foregoing is referred to in this Mortgage as the “Property”.

BORROWER COVENANTS that the Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS MORTGAGE combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

2. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall pay these obligations directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Mortgage unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to lender, (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to the lender subordinating the lien to this Mortgage. If Lender determines that any part of the Property is subject to a lien, to which Lender did not consent, and which may attain priority over this Mortgage, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving notice.

3. Hazard of Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 5.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged; if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, the Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 17 the Property is acquired by Lender; Borrower's right to any

insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to lender to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property within sixty days after the execution of this Mortgage and shall continue to occupy the Property for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 15 by causing the action of proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Mortgage or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property. If this Mortgage is on leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

5. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien that has priority over this Mortgage, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 5, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 5 shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable with interest, upon notice from Lender to Borrower requesting payment.

6. Inspection. Lender or its agents may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Mortgage immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.

If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, whether to restoration or repair of the Property or to the sums secured by this mortgage, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

8. Borrower Not Released: Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent.

10. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial repayment without any prepayment charge under the Note.

11. Notices. Any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address at City of Wichita Housing and Community Services Department, 332 N. Riverview, Wichita, Kansas, 67203 stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in the Mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph 11.

12. Governing Law; Severability. This Mortgage shall be governed by federal law and the law of the State of Kansas. In the event that any provision or clause of this Mortgage or the Note is legally determined to be invalid or otherwise unenforceable, the remaining provisions of the affected Mortgage or Note shall be interpreted in a manner by which they can be given full effect without such provisions. To this end the provisions of this Mortgage and the Note are declared to be severable.

13. Borrower's Copy. The Borrower shall be given one conformed copy of the Note and this Mortgage.

14. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may at its option, require immediate payment in

full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice of demand on borrower.

15. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Mortgage discontinued at any time prior to the earlier of: (a) 5 days (or such period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in the Mortgage; or (b) entry of a judgment enforcing this Mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Mortgage and the Note as if no acceleration had occurred; (b) cures any default in any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this mortgage shall continue unchanged. Upon reinstatement by Borrower, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 14.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of hazardous Substances that are generally recognized to be appropriate to normal uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim demand, lawsuit or other action by any governmental regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental law.

As used in this paragraph 16 "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the State of Kansas and the City of Wichita that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Mortgage (but not prior to acceleration under paragraph 14 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including but not limited to, reasonable attorneys' fees and costs of title evidence.

18. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay any recordation costs.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage executed by Borrower and recorded with it.

Power Community Development Corporation
By: James Arbertha, Executive Director

Borrower

_____(Space Below This Line For Acknowledgment)_____

State of Kansas, Sedgwick County ss:

I, The Undersigned, a Notary Public in and for said county and state, certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing Mortgage, appeared before me this day in person, and acknowledged that _____ signed and delivered this mortgage as _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2014.

My Commission Expires:

Notary Public

Approved As To Form
Gary E. Rebenstorf, Director of Law

PROMISSORY NOTE
(Providing for Deferred Payment Loan)

This Promissory Note, made this 4th day of March, 2014, between Power Community Development Corporation (“Borrower”) and The City of Wichita, 455 North Main, (“Lender”), is made and delivered as evidence of a HOME Investment Partnerships Program loan from Lender to Borrower, in the amount of Two Hundred Thirty-Nine Thousand, Thirty-Five and no/100 dollars (\$239,035) for certain improvements and the development of specific HOME-assisted units the real property described below:

Lot 22, Block 1, Power CDC 3rd Addition to the City of Wichita, Sedgwick County, Kansas (also known as 2220 E. 26th Street, Wichita, Kansas)

Lot 9, Block 1, Power CDC 3rd Addition to the City of Wichita, Sedgwick County, Kansas (also known as 2733 N. Piatt Circle, Wichita, Kansas)

Lot 29, Block 1, Power CDC 3rd Addition to the City of Wichita, Sedgwick County, Kansas (also known as 2714 N. Piatt Circle, Wichita, Kansas)

Lot 6, Block 1, Power CDC 3rd Addition to the City of Wichita, Sedgwick County, Kansas (also known as 2721 N. Piatt Circle, Wichita, Kansas)

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. For value received, the Borrower promises to repay Two Hundred Thirty-Nine Thousand Thirty-Five and no/100 Dollars (\$239,035) to the order of Lender. This loan accrues no interest and becomes due and payable on September 4, 2034.
2. If all or any part of the Property or any interest in the Property is sold or transferred without Lender’s prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

3. Borrower also will comply with the HOME Regulatory Agreement, all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower’s covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.
4. If borrower fails to comply with all aspects of the HOME Regulatory Agreement and/or the Amendment to Grant Agreement between the City of Wichita Housing and Community Services Department and the borrower, borrower must immediately repay all sums secured by the Security agreement, in full.
5. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

 Carl Brewer, Mayor
 City of Wichita
 ATTEST:

 James Arbertha, Executive Director
 Power Community Development Corporation

 Karen Sublett, City Clerk

State of _____)
) ss
 _____ County)

BE IT REMEMBERED That on this ____ day of _____, 2014, before me, the undersigned, a notary public in and for the County and State aforesaid, came James Arbertha, Executive Director of Power Community Development Corporation, who is personally known to me to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My Appointment Expires _____

 Notary Public

Seal

State of Kansas)
)ss
Sedgwick County)

BE IT REMEMBERED That on this ____ day of _____, 2014, before me, the undersigned, a notary public in and for the County and State aforesaid, came Carl Brewer, Mayor, and Karen Sublett, City Clerk, of the City of Wichita who is personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My Appointment Expires _____

Notary Public

Seal

Approved As To Form,
Gary E. Rebenstorf, Director of Law

PROMISSORY NOTE
(Providing for Self-Amortizing Loan)

This Promissory Note, made this 4th day of March, 2014, between Power Community Development Corporation (“Borrower”) and The City of Wichita, 455 North Main, (“Lender”), is made and delivered as evidence of a HOME Investment Partnerships Program loan from Lender to Borrower, in the amount of Three Hundred Seventy Thousand Six Hundred Ninety-Five and no/100 dollars (\$370,695.00) for certain improvements and the development of specific HOME-assisted units the real property described below:

Lot 22, Block 1, Power CDC 3rd Addition to the City of Wichita, Sedgwick County, Kansas (also known as 2220 E. 26th Street, Wichita, Kansas)

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Lot 6, Block 1, Power CDC 3rd Addition to the City of Wichita, Sedgwick County, Kansas (also known as 2721 N. Piatt Circle, Wichita, Kansas)

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. For value received, the Borrower promises to repay Three Hundred Seventy Thousand Six Hundred Ninety-Five and no/100 Dollars (\$370,695) to the order of Lender, with interest at the rate of 0.00% per annum.
2. This Note shall mature September 4, 2034.
3. This Note is considered to be a “self-amortizing” loan. 1/20 of the principal amount shall be forgiven each year, beginning September 4, 2015.
4. If all or any part of the Property or any interest in the Property is sold or transferred without Lender’s prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with the HOME Regulatory Agreement, all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower’s covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.
5. If borrower fails to comply with all aspects of the HOME Regulatory Agreement and/or the Amendment to

Notary Public

Seal

State of Kansas)
)ss
Sedgwick County)

BE IT REMEMBERED That on this ____ day of _____, 2014, before me, the undersigned, a notary public in and for the County and State aforesaid, came Carl Brewer, Mayor, and Karen Sublett, City Clerk, of the City of Wichita who is personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My Appointment Expires _____

Notary Public

Seal

Approved As To Form,
Gary E. Rebenstorf, Director of Law

FIRST MORTGAGE

THIS MORTGAGE is dated March 4, 2014, between Power Community Development Corporation (referred to below as “Borrower”); and **THE CITY OF WICHITA KANSAS, A MUNICIPAL CORPORATION OF THE STATE OF KANSAS**, whose address is 455 North Main Street, Wichita, Kansas USA 67202 (referred to below as “Lender”).

Borrower owes Lender the principal sum of Two Hundred Thirty-Nine Thousand Thirty-Five and no/100 Dollars (U.S. \$ 239,035). This debt is evidenced by borrower’s Promissory Note dated March 4, 2014, (Promissory Note – Deferred Payment Loan) with the full debt, if not paid earlier, due and payable on September 4, 2034. This Mortgage secures to Lender: (a) the repayment of debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums with interest, advanced under paragraph 7 to protect the security of this Mortgage; and (c) the performance of Borrower’s covenants and agreements under this Mortgage, and the Note.. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **SEDGWICK COUNTY, KANSAS**:

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Lot 6, Block 1, Power CDC 3rd Addition to the City of Wichita, Sedgwick County, Kansas (also known as 2721 N. Piatt Circle, Wichita, Kansas)

TOGETHER With all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Mortgage. All of the foregoing is referred to in this Mortgage as the “Property”.

BORROWER COVENANTS that the Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS MORTGAGE combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

2. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall pay these obligations directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Mortgage unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to lender, (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to the lender subordinating the lien to this Mortgage. If Lender determines that any part of the Property is subject to a lien, to which Lender did not consent, and which may attain priority over this Mortgage, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving notice.

3. Hazard of Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 5.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged; if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, the Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 17 the Property is acquired by Lender; Borrower's right to any

insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to lender to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property within sixty days after the execution of this Mortgage and shall continue to occupy the Property for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 15 by causing the action of proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Mortgage or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property. If this Mortgage is on leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

5. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien that has priority over this Mortgage, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 5, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 5 shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable with interest, upon notice from Lender to Borrower requesting payment.

6. Inspection. Lender or its agents may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Mortgage immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.

If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, whether to restoration or repair of the Property or to the sums secured by this mortgage, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

8. Borrower Not Released: Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent.

10. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial repayment without any prepayment charge under the Note.

11. Notices. Any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address at City of Wichita Housing and Community Services Department, 332 N. Riverview, Wichita, Kansas, 67203 stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in the Mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph 11.

12. Governing Law; Severability. This Mortgage shall be governed by federal law and the law of the State of Kansas. In the event that any provision or clause of this Mortgage or the Note is legally determined to be invalid or otherwise unenforceable, the remaining provisions of the affected Mortgage or Note shall be interpreted in a manner by which they can be given full effect without such provisions. To this end the provisions of this Mortgage and the Note are declared to be severable.

13. Borrower's Copy. The Borrower shall be given one conformed copy of the Note and this Mortgage.

14. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may at its option, require immediate payment in

full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice of demand on borrower.

15. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Mortgage discontinued at any time prior to the earlier of: (a) 5 days (or such period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in the Mortgage; or (b) entry of a judgment enforcing this Mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Mortgage and the Note as if no acceleration had occurred; (b) cures any default in any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this mortgage shall continue unchanged. Upon reinstatement by Borrower, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 14.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of hazardous Substances that are generally recognized to be appropriate to normal uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim demand, lawsuit or other action by any governmental regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental law.

As used in this paragraph 16 "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the State of Kansas and the City of Wichita that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Mortgage (but not prior to acceleration under paragraph 14 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including but not limited to, reasonable attorneys' fees and costs of title evidence.

18. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay any recordation costs.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage executed by Borrower and recorded with it.

Power Community Development Corporation
By: James Arbertha, Executive Director

Borrower

_____(Space Below This Line For Acknowledgment)_____

State of Kansas, Sedgwick County ss:

I, The Undersigned, a Notary Public in and for said county and state, certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing Mortgage, appeared before me this day in person, and acknowledged that _____ signed and delivered this mortgage as _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2014.

My Commission Expires:

Notary Public

Approved As To Form
Gary E. Rebenstorf, Director of Law

**HOME INVESTMENT PARTNERSHIP RENTAL HOUSING PROGRAM
REGULATORY AGREEMENT AND ADDENDUM TO RESTRICTIVE COVENANT AND DEED
RESTRICTON**

THIS AGREEMENT is made as of this 4th day of March, 2014 by and between **Power Community Development Corporation**, which executed a funding agreement, Promissory Notes and Mortgages, jointly and severally, hereinafter referred to as DEVELOPER, and the **CITY of WICHITA, KANSAS**, hereinafter referred to as the CITY.

RECITALS

A. DEVELOPER received funding in the amount of \$610,000.00 under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended in order for DEVELOPER to rehabilitate the building located at:

Lot 22, Block 1, Power CDC 3rd Addition to the City of Wichita, Sedgwick County, Kansas (also known as 2220 E. 26th Street, Wichita, Kansas)

Lot 9, Block 1, Power CDC 3rd Addition to the City of Wichita, Sedgwick County, Kansas (also known as 2733 N. Piatt Circle, Wichita, Kansas)

Lot 29, Block 1, Power CDC 3rd Addition to the City of Wichita, Sedgwick County, Kansas (also known as 2714 N. Piatt Circle, Wichita, Kansas)

Lot 6, Block 1, Power CDC 3rd Addition to the City of Wichita, Sedgwick County, Kansas (also known as 2721 N. Piatt Circle, Wichita, Kansas)

B. THE CITY in reliance upon the representations set forth in DEVELOPER'S application for the Loan and Grant Funding has approved the Loan and Grant Funding upon condition that DEVELOPER enter into a regulatory agreement regarding the use and rental of the residential dwelling units located upon the Property.

NOW, THEREFORE, IN CONSIDERATION of THE CITY'S approval of the funding THE CITY AND DEVELOPER agree as follows:

1. Authorized Initial "HOME Rents", HOME-Assisted Units: Rents must comply with the requirements of the HOME Investment Partnership Program (HOME) which may be found at 24, CFR, Part 92, for all designated HOME-assisted units. The developer shall maintain a total of four (4) Three-Bedroom HOME-assisted units. The HOME-assisted units are

considered to be "fixed". Initially, the four (4) HOME-assisted units may be leased to families earning 60% or less of the median annual income for the area, as determined by HUD. Subsequent tenants may have households incomes not exceeding 80% of median annual income for the area, as determined by HUD.

2. The initial rents charged (based upon the above) shall be as follows:

3 Bedroom Units: \$639.00, following deduction of applicable utility allowance

THE CITY and DEVELOPER agree that the figures for the utility allowances are to be provided by the City of Wichita's Housing and Community Services Department.

3. Location of HOME-Assisted Units. DEVELOPER shall maintain distribution of HOME-assisted units throughout the development, for the duration of this agreement. HOME-assisted units must not be concentrated within a specific area of the development or on a single floor.
4. Additional Charges. DEVELOPER may charge any tenant or other occupant of the Property such amounts as may be mutually agreed upon from time to time between such tenant or occupant for any facilities or services which may be furnished by DEVELOPER to such tenant or occupant, in addition to the facilities or services listed in Paragraph 1, above. DEVELOPER shall not require, as a condition of occupancy or leasing of any dwelling unit in the Property, any other consideration or deposit, except for the prepayment of one month's rent and a security deposit not to exceed one additional month's rent.
5. Increase in Authorized Gross Monthly Rental; Over-Income Tenants: THE CITY acknowledges that HUD will annually publish Fair Market Rents and calculations of rents affordable to households earning 50% and 60% of median (HOME Rents) so that owners can establish new HOME Rents for HOME-assisted units, should they choose to do so.

THE CITY shall provide such information to the DEVELOPER annually upon which the DEVELOPER may formally request concurrence from THE CITY for any proposed rent increase. DEVELOPER acknowledges and agrees that over-income tenants, however, will be required to pay increased rents, i.e. 30% of their adjusted gross income if their incomes are greater than 80% of the area median income.

If a HOME-unit tenant's income rises above 80% of the area median income, the unit this tenant occupies is still considered to be a HOME unit. The rent of the unit must be adjusted to 30% of the tenant's adjusted income for rent and utilities, as stated previously. However, the rent may not exceed the market rent for comparable, unassisted units in the neighborhood.

The preceding two paragraphs shall not apply with respect to funds made available under this part for units that have been allocated a low income housing tax credit by a housing credit agency pursuant to Section 42 of the Internal Revenue Code, 1986, (26 U.S.C.42).

If THE CITY approves a rent increase, DEVELOPER may implement the increase at any time subject to the lease terms and thirty days notice to the tenants. During the term of this Agreement, the DEVELOPER shall notify tenants in writing of any rent increase which exceed, in the aggregate, the gross monthly rental initially allowed under this Agreement.

6. Occupancy Limits. The HOME-assisted units, at the time of lease-up, must be occupied by households with incomes at or below sixty percent (60%) of the City's median household income, as determined by HUD.
7. Conversions. DEVELOPER agrees not to convert the rental units to condominiums from the date rehabilitation is completed for the length of the period specified in this agreement.

8. Discrimination. DEVELOPER agrees not to discriminate from the date construction is completed, for the length of the compliance period, against prospective tenants on the basis of their receipt of, or eligibility for, housing assistance under any Federal, State or local housing assistance program or on the basis that the tenants have a minor child or children residing with them.
9. Affirmative Marketing Plan. DEVELOPER agrees to have in place and implement an Affirmative Marketing Plan for length of the compliance period. As part of said Affirmative Marketing Plan DEVELOPER shall:
 - a. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.
 - b. Display the HUD Fair Housing Poster and Equal Housing Opportunity logo in all offices in which rental activity takes place.
 - c. Send notices of vacancies (using form provided by the City) to agencies from a list provided by the City.
 - d. The Developer must keep a record of its affirmative marketing activities for the year and report these activities to the City of Wichita as part of its annual report, due July 10 of each year.
10. Housing Quality/Housing Code Standards. DEVELOPER agrees to permit THE CITY to conduct an on-site inspection of each rental unit so that compliance with applicable Housing Code standards can be determined. DEVELOPER further agrees to allow THE CITY to re-inspect each rental unit on an annual basis, throughout the period of affordability.
11. Reports. The DEVELOPER shall furnish THE CITY with annual occupancy reports and shall answer THE CITY'S specific questions relative to tenant income and family size to determine compliance with occupancy requirements.
12. Records. During the term of this Agreement, the Property, and all equipment, plans, offices, apparatus, devices, books, contracts, records, documents, and other papers relating to the Property, shall at all times be maintained in reasonable condition for proper audit and shall be subject to examination and inspection at any reasonable time by THE CITY, the Comptroller General of the United States, or THE CITY'S or Comptroller's duly authorized agents. Specifically, the foregoing includes all records, calculations and information necessary to support gross monthly rental increases in accordance with Paragraph 3 of this Agreement, all required notices of such increase, and all leases or written notices to tenants.
13. Default: Remedies. Upon violation of any provision of this Agreement by the DEVELOPER, THE CITY may give written notice thereof to the DEVELOPER, by registered or certified mail, addressed to the DEVELOPER'S address as stated in this Agreement, or to such other address(es) as may subsequently be designated by the DEVELOPER. If such violation is not corrected to the satisfaction of THE CITY within 30 days after the date such notice is mailed, or within such further time as THE CITY reasonably determines is necessary to correct the violation, without further notice THE CITY may declare a default under this Agreement and under the mortgage or deed of trust securing any Loan and may proceed to initiate any or all remedies at law or in equity available in the event of a default under such mortgage or deed of trust, including accelerating the due date of the entire indebtedness and foreclosure of the mortgage or deed of trust. In addition, THE CITY may advise the tenants in the Property of the violation.
14. Notice to Tenants of this Agreement. DEVELOPER agrees during the term of this Agreement

The rents charged Tenants in this building are subject to a Regulatory Agreement between the Landlord and the City of Wichita, Kansas, for a period of 20 years from the date of project completion, as defined in 24 CFR 92.2, as construction of the units has been financed in whole or in part by a loan under Title II of the Cranston-Gonzalez Affordable Housing Act of 1990, as amended (104 Stat. 4094-4128) 12701 - 12839. One copy of this Agreement will be made available to each Tenant by Landlord upon request.

15. **Additional Agreement.** The provisions of this Agreement are in addition to, and do not amend or supersede in any respect, the note, funding agreement, loan modification agreement, or the mortgage securing any City Loan on the property.
16. **Severability.** The invalidity of any paragraph or provision of this Agreement shall not affect the validity of the remaining paragraphs and provisions thereof.
17. **Successors Bound.** Notwithstanding any sale, lease or other transfer of the Property, this Agreement shall run with the land and bind any successors or assigns of the DEVELOPER during the term of this Agreement, except that upon foreclosure by a THE CITY or other transfer in lieu of foreclosure, the affordability period shall be suspended if the foreclosure by a THE CITY or other transfer in lieu of foreclosure recognizes any contractual or legal rights of public agencies, non-profit sponsors or others to take actions that would avoid termination of low-income affordability. However, if at any time following transfer by foreclosure or transfer in lieu of foreclosure, but still during the terms of the affordability period, the owner of record, prior to the foreclosure or transfer in lieu of foreclosure, or any newly formed entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Project or Property, the affordability period shall be revived according to its original terms. DEVELOPER acknowledges and agrees that THE CITY may record this Agreement with the Register of Deeds of Sedgwick County along with the mortgage securing any loans.
18. **Effective Date and Term.** This regulatory agreement/addendum shall be effective on the date of its execution by the DEVELOPER. This Agreement shall automatically terminate September 4, 2034.

James Arbertha, Executive Director, _____ Date _____
Power Community Development Corporation

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State of _____)
 _____) ss
 _____ County)

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Seal

State of Kansas)
Sedgwick County)ss
)

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My Appointment Expires _____

Notary Public

Seal

Approved As To Form,
Gary E. Rebenstorff, Director of Law

**City of Wichita
City Council Meeting
March 4, 2014**

TO: Mayor and City Council

SUBJECT: 2014 Neighborhood Clean-up Program

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve the proposed model for 2014 and the recommended funding level.

Background: The City has a long history of funding neighborhood cleanups. However, funding for neighborhood cleanups was challenged in 2012. CSBG and CDBG funding that had previously supported cleanups was eliminated. Concurrently, the Landfill Fund was stressed, due to a funding solution for Transit that was approved in May 2012.

On November 20, 2012, staff presented to the City Council a new model for the neighborhood cleanup program. This model, known as Dollars for Doers, was designed following a citizen engagement process in which staff obtained feedback from community groups such as Wichita Independent Neighborhoods, District Advisory Boards, and neighborhood associations. The model included a sliding-scale program, utilizing median income to determine whether the City would host a cleanup event at free or reduced costs. With this model, cleanups declined to 65 in 2012 and 48 in 2013. Without guideline or funding adjustments, staff anticipate 30 or fewer cleanups in 2014.

Analysis: Neighborhood cleanups are an important strategy for improving the livability of neighborhoods. The neighborhood cleanup program is a highly valued and appreciated service partnership between the City of Wichita and area neighborhoods. Cleanups help ensure physical safety and protect property by removing fire, public health, and safety hazards. Additionally, cleanups promote stable and increasing property values necessary to grow the community.

The Dollars for Doers program approved by the City Council has been effective in establishing cleanup guidelines. However, to streamline guidelines, staff recommend changing neighborhood eligibility requirements so that an entire neighborhood is eligible for a free clean up if any portion of that neighborhood meets program qualifications. This will eliminate a source of confusion and frustration for neighborhood residents (regarding neighborhood eligibility), allow staff to administer the program more efficiently, and encourage larger neighborhood cleanups. Also, based on funding availability, staff recommend accommodating cleanup requests in every neighborhood every three years, regardless of eligibility. Although difficult to estimate, staff expect as many as 10 additional cleanups could be possible with this programmatic change.

Financial Considerations: Neighborhood Cleanups are funded from the Landfill Fund. On November 26, 2013, the City Council approved increasing the landfill tipping fee from \$32 to \$34 per ton, increasing revenues by a projected \$120,000 annually. A budget of \$244,750 (an increase \$71,750 over the 2014 Adopted Budget) is recommended for neighborhood cleanups in 2014. This funding level will support an estimated 80 cleanups annually. If approved by the City Council, this change will be incorporated into the 2014 Revised Budget.

Legal Considerations: There are no legal considerations.

Recommendations/Actions: It is recommended that the City Council approve the Neighborhood Cleanup Program, authorize changes to the Dollars for Doers program and the recommended funding allocation.

Attachments: None.

City of Wichita
City Council Meeting
March 4, 2014

TO: Mayor and City Council

SUBJECT: Swimming Pool Improvements (Districts I, II, IV, V and VI)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Adopt the bonding resolution and authorize the initiation of the project.

Background: The Park and Recreation Department maintains and operates eleven (11) municipal pools within the City's park system. Currently the Edgemoor and Country Acres pools are closed due to structural deficiencies. Pools provide swimming lessons, competitive swim programs, aquatics classes, open swim, special events and an overall positive outlet for citizens. The pools, decking, bath houses and other amenities are in various stages of disrepair and in need of improvements. Improvements and refurbishments will protect the City's investment in Park and Recreation facilities/amenities and enhance its use by fee-paying users, neighborhood groups, and citizens.

Analysis: The 2014 City of Wichita Capital Improvement Program (CIP) includes funding for swimming pool improvements and refurbishments. It is recommended that 2014 funds primarily address caulking, repairing and painting the pool basins at Minisa and Evergreen parks. Caulking and painting repairs will continue at Aley, Boston, College Hill, Linwood, McAdams and Orchard pools if funding allows.

Financial Considerations: The 2014 Park and Recreation CIP includes \$80,000 for swimming pool refurbishments. The source of funding is General Obligation bonds.

Legal Considerations: The Law Department has approved the bonding resolution as to form.

Recommendations/Actions: It is recommended that the City Council 1) adopt the bonding resolution, 2) authorize the initiation of the project, and 3) authorize all necessary signatures.

Attachments: Bonding resolution.

RESOLUTION NO. 14-070

RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF MUNICIPAL SWIMMING POOL IMPROVEMENTS.

WHEREAS, the City of Wichita, Kansas (the “City” or the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council (the “Governing Body”) of the City is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements as follows:

Labor, material, and equipment necessary for caulking, repairing and painting the pool basins at Minisa and Evergreen parks. Caulking and painting repairs will continue at Aley, Boston, College Hill, Linwood, McAdams and Orchard pools as funding allows.

(collectively, the “Project”) and to provide for the payment of the costs thereof by the issuance of general obligation bonds of the City.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be completed at an estimated cost of \$80,000.

Section 2. Project Financing. The costs of the Project, interest on financing and administrative and financing costs shall be payable from the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

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ADOPTED by the City Council of the City of Wichita, Kansas, on March 4, 2014.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
March 4, 2014

TO: Mayor and City Council

SUBJECT: Improvements to the Pawnee Bridge at Arkansas River (Districts III and IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendations: Approve the design concept and revised budget; place the amending ordinance on first reading.

Background: On August 24, 2010, the City Council approved an agreement with MKEC Engineering Consultants (MKEC) for development of a design for rehabilitation of the Pawnee Bridge at the Arkansas River. The design fee was \$71,500. On January 6 and 8, 2014, the Advisory Boards for Districts IV and III sponsored neighborhood hearings on the proposed improvements. Both Boards voted unanimously to approve the project.

Analysis: The existing bridge was built in 1961 and last rehabilitated in 1992. Improvements needed are based on current inspection and include rehabilitation of abutments, repair and reseal of the deck and driving surface, and restoration of the pedestrian handrails and structural supports. Due to the extent of work needed and to protect the safety of the traveling public, the bridge will be closed to through traffic for the duration of the project. Construction is planned to begin in spring 2014 and be completed within approximately six months. Through traffic on Pawnee will be detoured on Mclean, 31st Street South and Broadway.

Financial Considerations: On August 24, 2010, the City Council approved a budget of \$78,500, funded by General Obligation (GO) bonds. Additional GO bond funding of \$1,500,000 is included in the 2011-2020 Adopted Capital Improvement Program in 2012 for construction. Initiation of this funding will bring the total revised budget to \$1,578,500. This budget will allow for payment of final design fees, construction, and Engineering staff and administration costs.

Legal Considerations: The amending ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the design concept and revised budget, place the amending ordinance on first reading, and authorize the necessary signatures for all permits and agreements associated with the project.

Attachments: Map, budget sheet, and amending ordinance.

First Published in the Wichita Eagle on March 21, 2014

ORDINANCE NO. 49-672

AN ORDINANCE AMENDING ORDINANCE NO. **48-817** DECLARING **PAWNEE BRIDGE AT THE ARKANSAS RIVER (472-84922)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THENECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; ANDSETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, ANDTHE MANNER OF PAYMENT OF SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 2 of Ordinance No. **48-817** is hereby amended to read as follows:

“SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Pawnee Bridge at the Arkansas River (472-84922)** as a main trafficway in the following particulars:

The design, acquisition of right-of-way, utility relocation and construction as necessary for a major traffic facility.”

SECTION 2. SECTION 3 of Ordinance No. **48-817** is hereby amended to read as follows:

“SECTION 3. The costs of the construction of the above described improvement is estimated to be **One Million Five Hundred Seventy-Eight Thousand Dollars (\$1,578,000)** exclusive of interest on financing and administrative and financing costs, with the total paid by the City of Wichita. Said cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 3. The original SECTIONS 2 and 3 of Ordinance No. **48-817** is hereby repealed.

SECTION 4. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

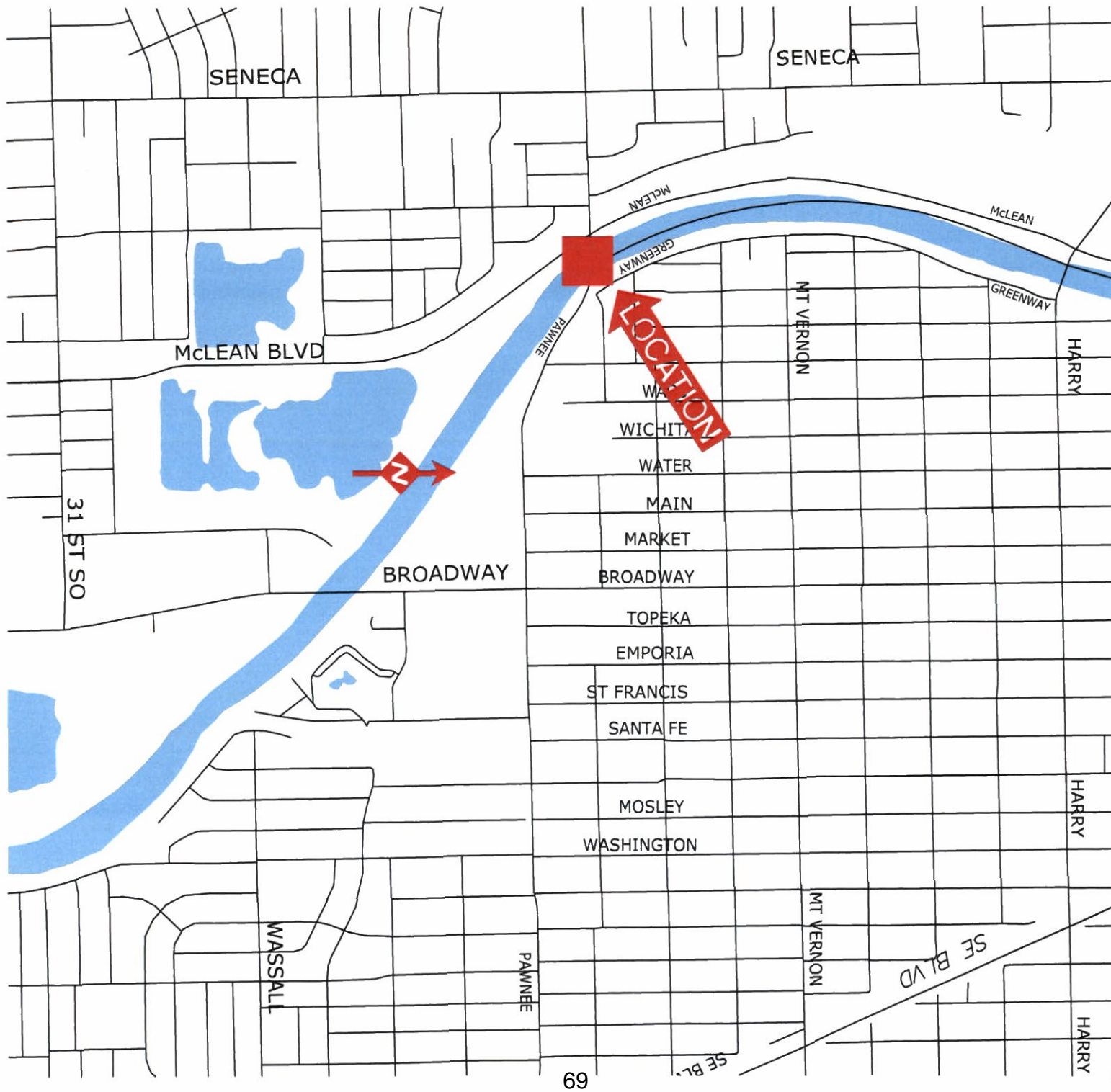
PASSED by the governing body of the City of Wichita, Kansas, this 18th day of March, 2014.

CARL BREWER, MAYOR

KAREN SUBLETT, CITY CLERK

APPROVED AS TO FORM:

GARY E. REBENSTORF, DIRECTOR OF LAW



Project Request

☒ CIP ☐ Non-CIP

CIP YEAR: 2012

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 400 Street Improvements

SUBFUND: 415 Bridges

ENGINEERING REFERENCE #: 472-84922

COUNCIL DISTRICT: 18 Council Districts 3, 4

DATE COUNCIL APPROVED: Mar 4, 2014

REQUEST DATE:

PROJECT #: 249142

PROJECT TITLE: Pawnee Bridge at Arkansas River

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Pawnee Bridge at Arkansas River

OCA #: 715726

OCA TITLE: Pawnee Bridge at Arkansas River

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Gary Janzen

PHONE #: 268-4450

☐ NEW BUDGET

☒ REVISED BUDGET

Revenue Object Level 3

Original Budget

Adjustment

New Budget

9720 G.O. Bonds

\$78,500.00

\$1,500,000.00

\$1,578,500.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$78,500.00

\$1,500,000.00

\$1,578,500.00

Expense Object Level 3

2999 Contractuals

\$75,800.00

\$1,500,000.00

\$1,575,800.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Total Expense:

\$75,800.00

\$1,500,000.00

\$1,575,800.00

NOTES:

SIGNATURES REQUIRED

Print Form

DIVISION HEAD:

DATE:

DEPARTMENT HEAD:

DATE:

BUDGET OFFICER:

DATE:

CITY MANAGER:

DATE:

**City of Wichita
City Council Meeting
March 4, 2014**

TO: Wichita Housing Authority Board

SUBJECT: 2014 Flat Rent Schedule - Public Housing Program

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority (Non-Consent)

Recommendation: Review and approve the 2014 Flat Rent schedule for the Public Housing Program.

Background: The Quality Housing and Work Responsibilities Act of 1998 allows Public Housing tenants to choose annually, whether to pay rent based on their income (generally up to 30% of the adjusted income), or to pay a flat rent which was formerly based on the private unassisted rental value of the unit. Families experiencing hardships are allowed to switch from paying flat rents to income based rents. Incomes of families paying flat rents must be reviewed not less than once every three years; incomes of families paying income-based rents must continue to be reviewed once a year.

Flat rents are designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient. In such instances it is believed that paying income-based rent would be financially burdensome.

The 2014 Appropriations Act changed a long-standing rule (24CFR 960.253) and approach of basing Public Housing flat rents on private unassisted market rate units and property conditions including property locations, number of bedrooms, building material quality and amenities if any. The 2014 Appropriations Act now requires that flat rents be at least 80% of Fair Market Rents, but the annual increases must be phased in to ensure that a household's rental payments do not increase by more than 35% per year as a result of this change.

Analysis: WHA staff developed a schedule of proposed flat rent increases and presented it to the Tenant Advisory Board (TAB) at its regularly scheduled meeting on January 8, 2014. Many TAB members expressed concern about the increased flat rents for Greenway Manor and McLean Manor which were scheduled to increase by \$125 per month. On January 23, 2014, residents representing McLean Manor and Greenway Manor tenant associations met with Director Mary K. Vaughn and Assistant Director Brad Snapp to discuss the proposed flat rents. They were not opposed to a rent increase, but rather the amount of the increase. They asked for a gradual and steady increase. After some discussion staff suggested a compromise amount of \$325 for a one bedroom apartment and \$425 for a two-bedroom apartment at the Manors, which represented increases of \$50 for one-bedroom and \$75 for two-bedroom units. The tenants agreed with the revised amounts. All WHA tenants will be given the choice of paying the new flat rents or income based rents at the time of their annual recertification.

In compliance with HUD regulations, the proposed flat rate increases are less than the mandated 80% of fair market rent, and to increase to that level would exceed the HUD directive that rent increases not increase by more than 35%. The following table provides the proposed schedule of rent increases. Column D is proposed.

The following schedule references housing units by AMPs. This corresponds to the Asset Management financing model which HUD implemented in 2007.

		A	B	C	D
AMP 1	Unit Size	Current WHA Flat Rent	80% of FMR	35% Increase	Proposed Flat Rent
Greenway	1 BR	\$275	\$444.80	\$371	\$325
	2 BR	350	592.00	472	425
McLean	1 BR	275	444.80	371	325
	2 BR	350	592.00	472	425
AMP 2					
Rosa Gragg	1 BR	275	444.80	371	325
Bernice Hutcherson	1 BR	275	444.80	371	325
AMP 3 and AMP 4 Single-family Units					
	2 BR	350	592.00	472	472
	3 BR	425	816.80	573	573
	4 BR	475	900.00	641	641
	5 BR	525	1,034.40	708	708
	6 BR	550	1,169.60	742	742

Financial Considerations: Higher flat rents will benefit Wichita Public Housing operating revenues, which are generated by tenant rents and HUD Operating Subsidies.

Legal Considerations: The Law Department has reviewed and approved the 2014 Flat Rent Schedule as to form.

Recommendation/Action: It is recommended that the Wichita Housing Authority Board approve the 2014 Flat Rent schedule for the Public Housing Program.

Attachment: None.

**City of Wichita
City Council Meeting
March 4, 2014**

TO: Wichita Housing Authority Board

SUBJECT: Over-Income Tenant Policy - Public Housing Program

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority (Non-Consent)

Recommendation: Review and approve the Over-Income Tenant Policy for Wichita Housing Authority (WHA) Public Housing tenants whose income increases following initial occupancy.

Background: The U.S. Department of Housing and Urban Development (HUD) established eligibility criterion for families applying for housing assistance from the Public Housing Authority (PHA) program. Among other criterion families must have annual household incomes equal to or lower than 80% of the area median income in order to enter the program. According to the 2014 Federal Adjusted Income Limits for the Wichita, Kansas Metropolitan Statistical Area, a family of four can earn or receive \$52,700 annually and qualify for Public Housing.

Once a family has been accepted for a Public Housing program Federal regulations do not specify that they must exit the program if their annual income exceeds the 80% threshold. Federal regulations 24CFR 960.261 state that PHAs may evict or terminate the tenancies of families who are over income if they are not participating in a Family Self Sufficiency program or are currently receiving the earned income disallowance.

Analysis: WHA staff researched policies at other PHAs in Kansas and in the United States to learn how to address the situation with tenants whose income exceeds the 80% cap once housed. Topeka and Manhattan PHAs take no action when a tenant's income exceeds 80% of the area median income. Other PHAs researched either take no action or raise the tenant's rent annually until it reaches Fair Market Rent in which case the tenants either remain in Public Housing or exit the program voluntarily. Still other PHAs base their decision to terminate tenant assistance on the availability of affordable housing in the community.

As of December 31, 2013, Wichita Housing Authority (WHA) Public Housing had six families with annual incomes above 80% of the area median income. The current policy provides for higher income tenants to pay a flat rent versus income based rent. This policy results in higher income families paying less than if the rent was income-based, but generates a stable revenue amount for WHA.

In order to maximize the availability of Public Housing units for lower income families, staff proposes to implement a procedure similar to the provision in 24 CFR 982.455 for Housing Choice Voucher (HCV) clients. Section 8 Housing Choice Voucher regulations require that housing assistance payments (HAP) be discontinued 180 calendar days after the last such payment made to the owner following determination that the family can afford rent on the private market. That determination is made when 30% of the client's annual income equals or exceeds the payment standard.

The recommendation for Public Housing tenants whose incomes exceed the eligibility limits will mirror the Section 8 policy with a 180 day maximum transition period out of subsidized housing. If approved, this policy, the City of Wichita Housing Authority Dwelling Lease Agreement will be modified as follows:

This lease may also be terminated if the WHA determines that Tenant's household income has increased to an amount in excess of 80% of the Wichita area median income limit, as provided in 24 CFR 960.261. The WHA shall provide Notice of such condition to Tenant, and Tenant agrees to move from the Dwelling Unit within ninety (90) days from the date of the Notice by the WHA to Tenant and this Lease Agreement shall terminate upon such removal. If Tenant is unable to locate housing within ninety (90) days and can document his/her search efforts, the WHA may extend Tenant's deadline to vacate for no more than an additional ninety (90) days to provide additional time to search for replacement housing.

Financial Considerations: Operating expenses for the WHA (and all PHAs) come from tenant rents and HUD operating subsidies. Implementation of this policy may result in reduced rent revenues from tenants if higher income tenants decide to move out of Housing Authority properties rather than pay the increased flat rent. The current total annual flat rents amount from the six over-income tenants is \$33,600. Another impact on the WHA budget will occur if more tenants choose income-based rent which the WHA is required to adjust (reduce) to account for utility allowances. In some cases, tenants on income-based rent schedules, also receive a utility allowance check from the WHA.

Legal Considerations: The Law Department has reviewed and approved the Over-Income Tenant Policy as to form.

Recommendation/Action: It is recommended that the Wichita Housing Authority Board review and approve the Over-Income Tenant Policy for Wichita Housing Authority (WHA) Public Housing tenants whose income increases following initial occupancy.

Attachment: None

**City of Wichita
City Council Meeting
March 4, 2014**

TO: Wichita Housing Authority Board

SUBJECT: Revisions to the City of Wichita Housing Authority Dwelling Lease Agreement
Public Housing Program

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority (Non-Consent)

Recommendation: Review and approve the proposed revisions to the City of Wichita Housing Authority (WHA) Dwelling Lease Agreement for the Public Housing Program.

Background: Public Housing Authorities (PHA) use dwelling lease agreements with tenants to establish provisions and responsibilities that both the tenant and the PHA as landlord must abide by. The Federal regulation at 24 CFR 966.4 outlines the lease requirements. In addition, the lease agreement must be in compliance with state and local laws.

Analysis: WHA and Law Department staff developed proposed revisions to the dwelling lease agreement. Proposed lease revisions are attached and were based on research of other (PHA) lease agreements, and changes in relevant laws, the desire to streamline WHA procedures, and increasing safety for WHA staff. A list of revisions is attached.

Financial Considerations: One of the new lease provisions assumes approval of a proposal to increase the flat rent amount for all tenants. That approval will likely result in a reduction in operating revenue for the Housing Authority based on the likelihood of higher income tenants exiting the program. Rent payments and HUD operating subsidies are the primary operating revenue sources for the Housing Authority.

Legal Considerations: The Law Department has reviewed and approved the proposed revisions to the WHA Dwelling Lease Agreement as to form.

Recommendation/Action: It is recommended that the Wichita Housing Authority review and approve the proposed revisions to the City of Wichita Housing Authority Dwelling Lease Agreement for the Public Housing Program.

Attachment: 2014 Proposed Revision Summary to the WHA Dwelling Lease Agreement.

**City of Wichita Housing Authority
Dwelling Lease Agreement Revisions
March 4, 2014**

Section 5.B. Termination of Lease by the Wichita Housing Authority.

- Using provision of 24CFR 966.4 (l)(3)(i)(A) to give 14-day written notice to terminate lease for non-payment of rent rather than 30-day written notice.
- **Adding new Over-Income Tenant Policy** This lease may also be terminated if the WHA determines that Tenant's household income has increased to an amount in excess of 80% of the Wichita area median income limit, as provided in 24 CFR 960.261. The WHA shall provide Notice of such condition to Tenant, and Tenant agrees to move from the Dwelling Unit within ninety (90) days from the date of the Notice by the WHA to Tenant and this Lease Agreement shall terminate upon such removal. If Tenant is unable to locate housing within ninety (90) days and can document his/her search efforts, the WHA may extend Tenant's deadline to vacate for no more than an additional ninety (90) days to provide additional time to search for replacement housing.

Section 8. Subletting. **Adding** 'Anyone not listed on the Dwelling Lease Agreement is not allowed to use a Tenant's address for any purpose, including, but not limited to, using the address for mailing purposes without express written approval of the WHA.'

Section 10.B. Maintenance Obligations of the Tenant. **Increasing** trip charge cost for afterhours maintenance appointment made by tenant who is not home when WHA Maintenance Staff arrives from \$10 to \$25.

Section 12.B. Occupancy and Use of the Premises, Rules and Regulations – Specific Rules and Regulations.

- **Broadened the reference to the term "Tenant"** to include Tenant, a member of the Tenant's household, a guest, or other person under the Tenant's control and violation of any of the provisions of this section of the Dwelling Lease Agreement by Tenant, a member of the Tenant's household, a guest, or other person under the Tenant's control may be grounds for termination of the lease pursuant to Section 5 of the Agreement.
- **Broadened Tenant/Tenant's household responsibilities:** Tenant shall conduct himself/herself and cause other members of his or her household, pets, and guests, visitors, employees and any other persons who are on or about the Premises with Tenant's consent, to conduct themselves in a manner which will not:

threaten, harass, injure, endanger or unreasonably disturb the health, safety, or right of peaceful enjoyment of their property by any other resident(s) neighbor(s), WHA employee or any other person lawfully upon the WHA's property or residing in the immediate vicinity of the WHA's property, including participating in any act or threat of violence, against residents, neighbors, WHA employees or others or any act causing damage to the person or property of any residents, neighbors, WHA employees or others;

interfere with the job responsibilities of, or in any way threaten WHA employees, authorized vendors, service personnel or other representatives of the WHA or the City of Wichita;

violate the civil rights of any other resident, guest, WHA employee, or other person lawfully on WHA property; or

perform or participate in the manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a Controlled Substance.

- **Modernized the language in this paragraph:** Sidewalks, passages, public halls, stairways and vestibules shall not be obstructed, nor be used for any purpose other than entrance to or exit from dwellings. No baby carriages, bicycles, motorized scooters or any other pedestrian conveyance shall be allowed to stand in public halls, passageways, courts, or gardens.
- **Adding:** Tenant, or a member of Tenant's household, Tenant's guest(s), or any other person(s) under Tenant's control shall not engage in the unlawful use and/or unlawful possession on WHA property of guns, firearms (operable or inoperable) or explosive devices. Illegal discharging of firearms on WHA property, illegal possession of a weapon or ammunition and/or possession of an illegal weapon or ammunition will result in lease termination.
- **Increasing trip charge from \$10 to \$25** Tenant shall pay a \$25.00 trip charge if Tenant fails to keep a scheduled maintenance appointment.
- **Adding:** Tenant shall ensure that all of the school-aged children named on the Dwelling Lease Agreement attend school regularly, with the exception of a death, serious injury or the child who attains the age of 16 years who files a written statement with the WHA declaring the intent to terminate school enrollment.
- **Adding:** Tenant shall not permit household members who are minor children of school age to loiter upon WHA property during school hours.
- **Adding:** Tenant shall not erect or hang any radio antenna, television antenna or satellite dish on or from any part of the Dwelling Unit. Any such antenna or satellite dish must be mounted on a pole and may not exceed 60 inches in height.
- **Adding:** Tenant shall not engage in alcohol abuse to the extent that such abuse interferes with the health, safety, or right to peaceful enjoyment of property by other WHA tenants or neighbors of Tenant.
- **Adding:** Tenant shall not consume or possess an open container of alcoholic beverage in the public areas of the community including, but not limited to, the common areas, grounds, parking areas hallways, etc.
- **Adding:** Tenant shall not invite or allow on the premises or into Tenant's unit anyone who to Tenant's knowledge (a) has been banned from the leased premises or any other WHA property, (b) has been issued a trespass notice, (c) has engaged in criminal activity or other activity that adversely affects the health, safety, and peaceful enjoyment of the community, or (d) is currently engaging in criminal activity.

Adding: Section 18. Domestic Violence, Dating Violence, Stalking

The following provisions are applicable to situations involving actual or threatened domestic violence, dating violence or stalking, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. §1437d(u)(3)) and in the Violence Against Women Act (VAWA) Policy. To the extent any provision of this section shall vary from or contradict any other provision of this lease, the provisions of this section shall prevail.

A. Termination of Tenancy.

- 1) An incident or incidents of actual or threatened domestic violence, dating violence or stalking shall not constitute a serious or repeated violation of the lease by the victim of such violence; and
- 2) Criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of the Tenant's household, a guest, or other person under the Tenant's control, shall not be cause for termination of tenancy or occupancy rights, if the Tenant or any member of the Tenant's family is a victim of that domestic violence, dating violence or stalking.
- 3) Notwithstanding anything to the contrary contained in this agreement, the WHA may terminate Tenant's tenancy under this lease if it can demonstrate an actual and imminent threat that may result to other tenants or to those employed at or providing service to the property in which the unit is located, if the Tenant's tenancy is not terminated.
- 4) Further, nothing in this section shall prohibit the WHA from terminating tenancy under this lease based on a violation of this lease not premised on an act or acts of domestic violence, dating violence or stalking against the Tenant or a member of the Tenant's household for which protection against termination of tenancy is given in this agreement. However, in taking any such action to terminate tenancy, the WHA shall not apply a more demanding standard than is applied to other Tenants.

B. Bifurcation of Lease. Under the authority provided in Section 6(l)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. §1437d(l)(6)(B)), the WHA may bifurcate this lease in order to evict, remove, or terminate assistance to any individual who is a Tenant or a lawful occupant under this lease and who engages in criminal acts of physical violence against family members or others. The WHA may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Tenant or a lawful occupant under this lease.

C. Certification. If the Tenant or another lawful occupant of the household, as a defense to termination of tenancy or an action to evict, claims protection under this section against such action, the WHA may request the individual to provide a certification. The certification may be provided in one of the following forms:

- 1) a HUD-approved form, supplied upon request by the WHA, attesting that the individual is a victim of domestic violence, dating violence or stalking and that the incident(s) in question are bona fide incidents of such actual or threatened abuse and meet the requirements of this section, or
- 2) documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident(s) in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation, or
- 3) a federal, state, tribal, or local police report or court record, describing the incident(s). The certification must be delivered to the WHA Property Manager within 14 days after the request for Certification is received. If the certification is not delivered within the 14-day period allowed, the provisions of this section will not apply and the WHA may elect to terminate tenancy and evict without regard to the protections provided in this section.

- D. Confidentiality.** Information provided to the WHA concerning incident(s) of domestic violence, dating violence or stalking shall be retained in confidence and disclosed only as permitted by applicable law.

Pest Addendum

- **Removing:** Multifamily. Originally the Pest Addendum applied only to multifamily properties. It applies to all WHA properties.
- **Removing:** Requirement for tenant to bring a pest sample to WHA office for identification. Public Housing staff or pest management professional will identify pests in the dwelling unit.

City of Wichita
City Council Meeting
March 4, 2014

TO: Mayor and City Council

SUBJECT: Sanitary Sewer Improvements for Legacy Third Addition (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised petition and adopt the amending resolution.

Background: On March 13, 2007, the City Council approved two petitions for sanitary sewer improvements to serve Legacy Third Addition. The developer has submitted a new petition which replaces the previously approved petitions. The new petition serves a reduced improvement district and re-phases the construction of infrastructure. The signatures on the petition represent 100% of the improvement district and the petition is valid per Kansas Statute.

Analysis: The project will provide sanitary sewer improvements required for a new residential development located north of 47th Street South, west of Meridian.

Financial Considerations: The original petitions totaled \$140,000. The revised petition total is \$25,000. The development will be assessed a main benefit fee of \$7,000. The funding source is special assessments.

Legal Considerations: The Law Department has reviewed and approved the revised petition and amending resolution as to form.

Recommendations/Actions: It is recommended that the City Council approve the revised petition, adopt the amending resolution, and authorize the necessary signatures.

Attachments: Map, budget sheet, revised petition, and amending resolution.

First Published in the Wichita Eagle on March 7, 2014

RESOLUTION NO. 14-078

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 519, SOUTHWEST INTERCEPTOR SEWER (NORTH OF 47TH ST. SOUTH, WEST OF MERIDIAN) 468-84312** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 519, SOUTHWEST INTERCEPTOR SEWER (NORTH OF 47TH ST. SOUTH, WEST OF MERIDIAN) 468-84312** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 07-191**(468-84312) and Resolution **No. 07-193** (468-84314) adopted on **March 13, 2007** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 519, Southwest Interceptor Sewer (north of 47th St. South, west of Meridian) 468-84312.**

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Twenty-Five Thousand Dollars (\$25,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2013** exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit being Seven Thousand Dollars (\$7,000).

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

LEGACY 3RD ADDITION

Lots 1 through 12, Block 5

Lots 7 through 12, Block 6

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

That the method of assessment of all costs of the lateral sanitary sewer for which the improvement district shall be liable shall be on a fractional basis:

That the following described lots and tracts situated in Legacy 3rd Addition, Wichita, Sedgwick County, Kansas shall each pay 1/28 of the total cost payable by the improvement district:

LEGACY 3RD ADDITION

Lots 3, 4, 9, 10, Block 5

That the following described lots and tracts situated in Legacy 3rd Addition, Wichita, Sedgwick County, Kansas shall each pay 3/28 of the total cost payable by the improvement district:

LEGACY 3RD ADDITION

Lots 1, 2, 5, 6, 7, 8, 11, 12, Block 5

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

That the method of assessment of all costs of the sanitary sewer main benefit fee for which the improvement district shall be liable shall be on a fractional basis:

That the following described lots and tracts situated in Legacy 3rd Addition, Wichita, Sedgwick County, Kansas shall each pay 1/12 of the total cost payable by the improvement district:

LEGACY 3RD ADDITION

Lots 1 through 6, Block 5

Lots 7 through 12, Block 6

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 4th day of March, 2014.

CARL BREWER, MAYOR

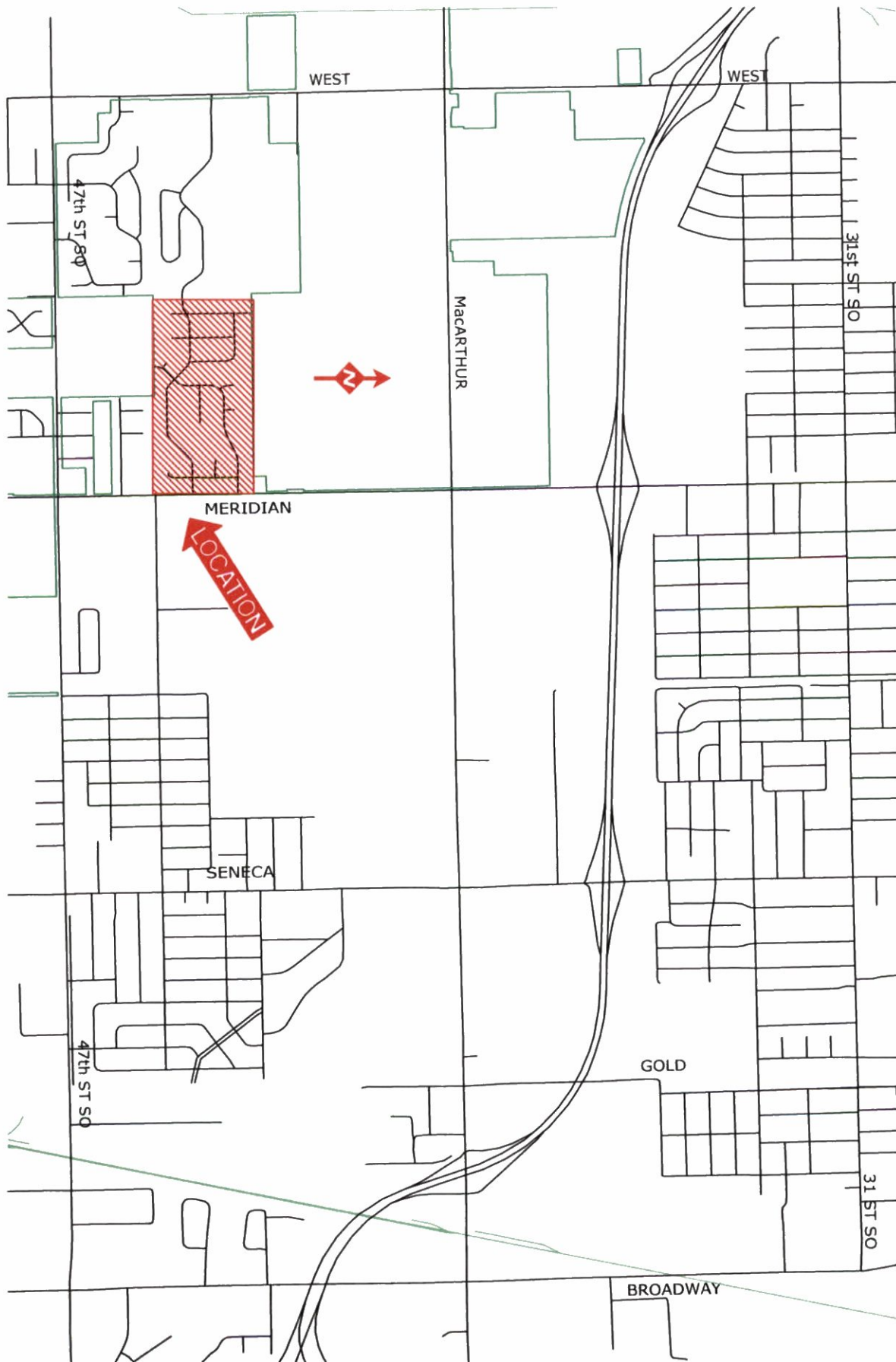
ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW



Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 14-

FUND: 480 Sewer Improvements N.I.

SUBFUND: 480 Sanitary Sewers N.I.

ENGINEERING REFERENCE #: 468-84312

COUNCIL DISTRICT: 04 Council District 4

DATE COUNCIL APPROVED: Mar 4, 2014

REQUEST DATE:

PROJECT #:

PROJECT TITLE: Lat 519, SWI for Legacy 3rd Addition

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Lat 519, SWI for Legacy 3rd Addition

OCA #:

OCA TITLE: Lat 519, SWI for Legacy 3rd Addition

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☒ NEW BUDGET

☐ REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget
9730 S.A. Bonds	\$25,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

Object Level 3	Budget
2999 Contractuals	\$25,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$25,000.00

EXPENSE TOTAL: \$25,000.00

NOTES:

HOLD FOR LOC

Separate main benefit fee \$7,000

SIGNATURES REQUIRED

Print Form

DIVISION HEAD:

DATE:

DEPARTMENT HEAD:

DATE: 2/12/14

BUDGET OFFICER:

DATE:

CITY MANAGER:

DATE:

RECEIVED
JUL - 9 '13
CITY CLERK OFFICE

PHASE 2 SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

*Lat 519, SWI
468-84312*

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

LEGACY 3RD ADDITION

Lots 1 - 12, Block 5
Lots 7 - 12, Block 6

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas, said lateral sanitary sewer to connect to an existing sanitary sewer main.
- (b) That the estimated and probable cost of the foregoing improvements being Twenty Five Thousand Dollars (\$25,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after April 1, 2013.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit being Seven Thousand Dollars (\$7,000.00).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the lateral sewer for which the improvement district is liable, plus the benefit fee.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign,

repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the lateral sanitary sewer for which the improvement district shall be liable shall be on a fractional basis:

That the following described lots and tracts situated in Legacy 3rd Addition, Wichita, Sedgwick County, Kansas shall each pay 1/28 of the total cost payable by the improvement district:

LEGACY 3RD ADDITION

Lots 3, 4, 9, 10 Block 5

That the following described lots and tracts situated in Legacy 3rd Addition, Wichita, Sedgwick County, Kansas shall each pay 3/28 of the total cost payable by the improvement district:

LEGACY 3RD ADDITION

Lots 1, 2, 5, 6, 7, 8, 11, 12 Block 5

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

- (f) That the method of assessment of all costs of the sanitary sewer main benefit fee for which the improvement district shall be liable shall be on a fractional basis:

That the following described lots and tracts situated in Legacy 3rd Addition, Wichita, Sedgwick County, Kansas shall each pay 1/12 of the total cost payable by the improvement district:

LEGACY 3RD ADDITION

Lots 1-6, Block 5
Lots 7-12, Block 6

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 12-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

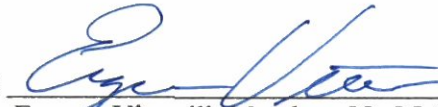

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building which may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

LEGACY 3RD ADDITION

Lots 1 – 12, Block 5
 Lots 7 – 12, Block 6

x		1/24/14
	Eugene Vitarelli, Member, JO, LLC	
x		1-24-14
	Brett Orth, Member, JO, LLC	

AFFIDAVIT

The undersigned, being duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

William K. Cleary
Name

924 N. Main, Wichita, KS 67203

Address

(316) 264-8008

Telephone number

Sworn to and subscribed before me this 28 day of January, 2014.



Janis Edwards
Deputy City Clerk

City of Wichita
City Council Meeting
March 4, 2014

TO: Mayor and City Council

SUBJECT: Community Events – Prairie Fire Spring Half Marathon (Districts I, IV and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Bob Hanson, Greater Wichita Area Sports Commission is coordinating the Prairie Fire Spring Half Marathon with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Prairie Fire Spring Half Marathon May 4, 2014 6:00 am – 12:00 pm

- Wichita Street, Lewis Street to McLean Boulevard
- Maple Street, McLean Boulevard to Elizabeth Street
- Elizabeth Street, Maple to University Avenue
- University Avenue, Elizabeth Street to Hiram Avenue
- Hiram Avenue, University Avenue to St. Clair Street
- St. Clair Street, Hiram Avenue to entrance of Friends University Parking Lot
- Friends University Parking Lot, Maple Street to Elizabeth Street
- Elizabeth Street, Maple Street to Douglas Avenue
- Douglas Avenue, Elizabeth Street to Waco Street
- Waco Street, Douglas Avenue to Bike Path
- Bike Path, Douglas Avenue to Central Avenue
- Central Avenue, Stackman Drive to West Stackman Drive
- West Stackman Drive, Spaulding Avenue to West River Boulevard
- West River Boulevard, Murdock Street to Bitting Avenue
- Bitting Avenue, West River Boulevard to Oak Park Drive
- Oak Park Drive, Bitting Avenue to Forrest Street
- Forrest Street, Oak Park Drive to 11th Street North
- 11th Street North, Forrest Street to Oak Park Drive
- Oak Park Drive, Forrest Street to 11th Street
- 11th Street, Oak Park Drive to Amidon Avenue
- Amidon Avenue, 11th Street to Murdock Avenue

- Murdock Avenue, Amidon Avenue to Murdock Street
- Murdock Street, Murdock Avenue to Sim Park Drive
- Sim Park Drive, West Murdock Avenue to sidewalk along 13th Street North
- McLean Boulevard, Exploration Place parking lot to Lewis Street
- Lewis Street, McLean Boulevard to Wichita Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
March 4, 2014

TO: Mayor and City Council

SUBJECT: Community Events – Prairie Fire Spring Half Marathon 5K (Districts I and IV)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Bob Hanson, Greater Wichita Area Sports Commission is coordinating the Prairie Fire Spring Half Marathon 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Prairie Fire Spring Half Marathon 5K May 4, 2014 6:00 am – 12:00 pm

- Wichita Street, Lewis Street to McLean Boulevard
- McLean Boulevard, Lewis Street to Lincoln Street
- Lincoln Street, McLean Boulevard to Osage Street
- Osage Street, Lincoln Boulevard to Dayton Street
- Dayton Street, Osage Street to Sycamore Street
- Sycamore Street, Dayton Street to Texas Street
- Texas Street, Sycamore Street to Walnut Street
- Walnut Street, Texas Street to Douglas Avenue
- Douglas Avenue, Walnut Street to McLean Boulevard
- McLean Boulevard, Douglas Avenue to Lewis Street
- Lewis Street, McLean Boulevard to Wichita Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special events.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

**City of Wichita
City Council Meeting
March 4, 2014**

TO: Mayor and City Council

SUBJECT: Community Events – Dave Hammer Memorial Run (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Trevor Dormstetter, GoRun Wichita is coordinating the Dave Hammer Memorial Run with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Dave Hammer Memorial Run March 16, 2014 9:30 am – 11:00 am

- Waterfront Parkway, East 13th Street to Webb Road

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
March 4, 2014

TO: Mayor and City Council

SUBJECT: Community Events –Friends University President’s 5K (District IV)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Trevor Dormstetter, GoRun Wichita is coordinating the Friends University President’s 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Friends University President’s 5K April 5, 2014 8:30 am – 11:00 am

- Hiram Street, Maple Street to Kellogg Drive
- Mentor Street, Hiram Street to Elizabeth Street
- Elizabeth Street, Mentor Street to University Drive
- University Drive, Elizabeth Street to Hiram Street
- Kellogg Drive, Hiram Street to Meridian Avenue
- University Drive, Meridian Avenue to St. Clair Street
- St. Clair Street, University Drive to Mentor Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
March 4, 2014

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 1 for Improvements to Tyler Road, 29th to 37th Streets North (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve Supplemental Design Agreement No. 1.

Background: On August 19, 2008, the City entered into an agreement with Baughman Company, P.A., for the design of paving improvements to Tyler Road between 29th and 37th Streets North. The approved design fee was \$162,000. Shortly thereafter, funding for the improvements was redirected to more urgent projects, causing the Tyler project to be delayed until 2015 in the approved 2011-2020 Capital Improvement Program (CIP). On December 3, 2013, the City Council approved a design concept and revised budget of \$412,000 in General Obligation (GO) bond funding for final design and right-of-way acquisition.

Analysis: Tyler is currently a two-lane asphalt roadway. When design work began in 2008, the original design plans widened Tyler to a five-lane roadway. However, a traffic study in summer 2013 determined that a three-lane roadway would be sufficient to meet the needs of the area. Supplemental design services are now required to redesign the project base map and adjust the cross sections to represent a three-lane section. Additionally, quantities for all construction work must be updated and a new traffic signal designed to serve the south entrance to the Maize South schools campus. Supplemental Agreement No. 1 has been prepared to authorize the additional design services.

Financial Considerations: The cost of the additional design work is \$32,960, which would bring the design contract total to \$194,960. Funding is available within the existing approved budget. The project will be returned to the City Council at a later date for formal approval of the \$3,500,000 GO bond funding available in the CIP for construction in 2015.

Legal Considerations: The Law Department has reviewed and approved Supplemental Design Agreement No. 1 as to form.

Recommendation/Actions: It is recommended that the City Council approve Supplemental Design Agreement No. 1 and authorize all necessary signatures for the acquisition or granting of easements, utility relocation agreements, and all required permits.

Attachments: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 19, 2008

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

“CITY”

AND

BAUGHMAN COMPANY, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

“ENGINEER”

WITNESSETH:

WHEREAS, there now exists a Contract (dated August 19, 2008) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the **TYLER, 29TH TO 37TH STREET NORTH IMPROVEMENTS** (Project No. 472-84700_706991).

WEHREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the “PROJECT” as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Design, including Final Plans
(see attached for Scope of Services)

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by **\$32,960.00.**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2014.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPNAY, P.A.

N. Brent Wooten, President

ATTEST:

January 31, 2014

Gary Janzen, P.E.
City of Wichita
Department of Engineering
455 N. Main 7th Floor
Wichita, KS 67202

RE: Tyler Road-29th Street North to 37th Street North
Supplemental Fee Request

Dear Mr. Janzen:

Baughman Company commenced the design phase of this Project in February of 2008 by designing a 5 lane roadway from the north end of the improvements at 29th Street North to the south end of the improvements at 37th Street North. This project originally had a very aggressive design schedule, but other paving projects were slotted in front of this project, including Tyler Road-21st to 29th, and the project was effectively shut down. During this delay in late 2009, Baughman Co. did design a sidewalk plan to allow school children walking to school a safe route away from the traveled roadway. The project came back online in the summer of 2013 when the City of Wichita initiated traffic counts and it was determine that a 5 lane section was not needed and 3 lane sections would suffice. The traffic counts also showed that a traffic signal system is warranted at the intersection of Tyler Road and the south entrance to the Maize Schools.

This supplemental fee is being requested to offset the cost of the design changes that are required for these revisions to the rad section and the addition of the traffic signal. Enclosed is a spreadsheet with the hours and cost for the additional items that will be necessary to make the following revisions:

- Redesign project basemap to 3 lane section
- Adjust curb grades for new road section
- Adjust cross sections to represent 3 lane section
- Revise valley gutter joint and grade plans
- Update quantities for curbs and pavement
- Design signal system at south entrance to the Maize school property

For this added work we are requesting a Total of \$32,960 to be added to our original contract. As previously stated, I have included a spreadsheet with the Design Costs of each item and the associated hourly charges. Should you have any questions or need more clarification on this request, please me at tvoth@boughmanco.com or give me a call at 262-7271. Thank you.

Most Respectfully,
Baughman Co. P.A.

Tyler P. Voth, P.E.
Director of Municipal Engineering

cc: N. Brent Wooten, P.E.
File

January 31, 2014

Gary Janzen, P.E.
City of Wichita
Department of Engineering
455 N. Main, 7th Floor
Wichita, KS 67202

**RE: Tyler Road- 29th Street North to 37th Street North
Supplemental Fee Request**

Dear Mr. Janzen:

Baughman Company commenced the design phase of this Project in February of 2008 by designing a 5 lane roadway from the north end of the improvements at 29th Street North to the south end of the improvements at 37th Street North. This project originally had a very aggressive design schedule, but other paving projects were slotted in front of this project, including Tyler Road – 21st to 29th, and the project was effectively shut down. During this delay in late 2009, Baughman Co. did design a sidewalk plan to allow school children walking to school a safe route away from the traveled roadway. The project came back online in the summer of 2013 when the City of Wichita initiated traffic counts and it was determine that a 5 lane section was not needed and 3 lane section would suffice. The traffic counts also showed that a traffic signal system is warranted at the intersection of Tyler Road and the south entrance to the Maize schools.

This supplemental fee is being requested to offset the cost of the design changes that are required for these revisions to the road section and the addition of the traffic signal. Enclosed is a spreadsheet with the hours and cost for the additional items that will be necessary to make the following revisions:

- Redesign project basemap to 3 lane section
- Adjust curb grades for new road section
- Adjust cross sections to represent 3 lane section
- Revise valley gutter joint and grade plans
- Update quantities for curbs and pavement
- Design signal system at south entrance to the Maize school property

For this added work we are requesting a Total of \$32,960 to be added to our original contract. As previously stated, I have included a spreadsheet with the Design Costs of each item and the associated hourly charges. Should you have any questions or need more clarification on this request, please email me at tvoth@baughmanco.com or give me a call me at 262-7271. Thank you.

Most Respectfully,
Baughman Co. P.A.

Tyler P. Voth, P.E.
Director of Municipal Engineering

cc: N. Brent Wooten, P.E.
File

**TYLER ROAD - 29TH TO 37TH
PROJECT SUPPLEMENTAL BREAKDOWN
BAUGHMAN COMPANY, P.A.
January 31, 2014**

ADDITIONAL WORK ITEM	DEPARTMENT HEAD	PROJECT ENGINEER	DESIGN ENGINEER	DESIGN DRAFTSMAN	SURVEY CREW	TOTALS
CURRENT HOURLY RATES	\$110/HOUR	\$100/HOUR	\$90/HOUR	\$75/HOUR	\$125/HOUR	
Redesign Basemap to 3 Lanes	20.0	14.0	10.0	30.0	0.0	\$6,750
Adjust Curb Grades for New Section	5.0	10.0	12.0	20.0	0.0	\$4,130
Adjust Cross Section to 3 Lane Section	10.0	5.0	5.0	20.0	0.0	\$3,550
Revise Valley Gutter Joint & Grade Plans	10.0	20.0	10.0	20.0	0.0	\$5,500
Update Pavement Quantities	5.0	10.0	10.0	20.0	0.0	\$3,950
Design Signal System	25.0	15.0	12.0	40.0	2.0	\$9,080
TOTAL HOURLY CHARGES	\$3,250	\$7,400	\$5,310	\$11,250	\$250	\$32,960

City of Wichita
City Council Meeting
March 4, 2014

TO: Mayor and City Council

SUBJECT: Change Order No. 1 for Botanica Expansion Project (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Change Order No. 1.

Background: On February 9, 2010, the City Council approved the Botanica Expansion Project to construct the Downing Children's Garden and improvement of amenities. Now that the Downing Children's Garden is complete, the expansion project continues by adding additional space to the main building. The expanded space will include an events center of approximately 5,000 square feet of space to allow for additional rentals and activities, such as children's education programs and wedding receptions. The expansion will also include restrooms, a catering kitchen, staff offices, and storage.

Analysis: On April 3, 2012, the City Council approved a bonding resolution directed at constructing a Multi-Purpose Events Center at Botanica Gardens for this much needed expansion.

During the foundation construction, several unforeseen conditions were discovered which have necessitated this change order; namely:

1. During proof rolling testing, Allied Labs (the City's third party engineering supervisors) identified areas surrounding the demolished gas line and a part of the north end of the new building as having excessive moisture and recommended that all the sub-standard soil be replaced with new low volume control material to stabilize the area before backfilling.
2. Footings need to move 15 feet to the north to match the existing building and cover anomalies between it and the new annex.
3. Additional mass to the foundation footings is necessary to accommodate additional reaction forces resulting from the metal manufacturer's design of the metal building.
4. Modification of underground duct work at the south end of the events room is required to bypass enlarged footings that are being adjusted to accommodate the metal building.
5. The contract completion time requires an extension of 60 days due to excessive weather conditions, over excavation of substandard soils, and additional footing requirements.

Financial Considerations: The original contract amount is \$1,350,000, and the total cost of the additional work is \$25,266, bringing the total contract amount to \$1,375,266. This change order represents 1.87% of the original contract amount and is within the 10% of contract cost limit set by City Council policy. Funding is available within the existing approved budget.

Legal Considerations: The Law Department has reviewed and approved the change order as to form. This change order is within the 10% of contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 1 and authorize the necessary signatures.

Attachment: Change Order No. 1.



To: National Builders, Inc
7570 W. 21st Street N, Wichita KS 67205

Change Order No.: One (1)

Purchase Order No.: 340346

CHARGE TO OCA No.: 785161

Project: Botanica Multipurpose Events Center

Project No.: 397238

OCA No.: 785161

PPN: N/A

Please perform the following extra work at a cost not to exceed \$25,266.00

Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 3 weeks for approval.

Additional Work:

1. Over excavate 250 cubic yards of substandard unstable soil and backfill with imported materials.
2. Excavate additional footings per engineer's recommendation.
3. Increase footing sizes by 6"
4. Modify underground duct work
5. Extend Contract Period by 60 days

Reason for Additional Work:

6. During proof rolling testing, Allied Labs (City's third party engineering supervisors) identified areas surrounding the demolished gas line and a part of the north end of the new building as having excessive moisture and recommended that all the sub-standard soil be removed and new Low Volume Control material be brought in to stabilize the area before backfilling.
7. Footings need to move to the north by 15' to match existing building to cover anomalies between new annex and existing building in the drawings.
8. Additional footings volume was necessary to accommodate additional reaction forces resulting from the metal manufacturer's design of the metal building.
9. Modification of underground duct work at the South end of Events Room are required to bypass enlarged footings that were adjusted (item #3 above) to accommodate the metal building.
10. Extension of 60 days necessary due to excessive weather conditions, over excavation of substandard soils and additional footing requirements

Line#	Item	Bid/Negot'd	Qty	Unit Price	Extension
1.	Over excavate 250 cubic yards of sub-standard soil and backfill with approved fill	Negot'd	LS	\$18,864.00	\$18,864.00
2.	Move footings to the north by 15'	Negot'd	LS	\$3,120.00	\$3,120.00
3.	Additional footings at Grids 1 & 2 that intersect Grid C & D	Negot'd	LS	\$1,896.00	\$1,896.00
4.	Modify underground duct work to accommodate changed footings noted above	Negot'd	LS	\$1,386.00	\$1,386.00
5.	Extend contract period by 60 days	Negot'd	60	\$0	\$0
				TOTAL:	\$25,266.00

CIP Budget Amount: \$2,710,000.00

Original Contract Amt.: \$1,350,000.00

Consultant: LawKingdon Architecture

Current CO Amt.: \$ 25,266.00

Exp. & Encum. To Date: \$ 2,611,226.88

Amt. of Previous CO's: \$ 0

Total of All CO's: \$ 25,266.00

CO Amount: \$ 25,266.00

% of Orig. Contract / 10% Max.: 1.87%

Unencum. Bal. After CO: \$98,773.12

Adjusted Contract Amt.: \$ 1,375,266.00

Recommended By:

Approved:

Rick Stubbs
Program Manager

Date

Jay Newton
Fleet and Facilities Supt

Date

Approved:

Approved

Contractor

Date

Alan King
Director of Public Works & Utilities

Date

Approved as to Form:

By Order of the City Council:

Gary Rebenstorf
Director of Law

Date

Carl Brewer
Mayor

Date

Attest: _____

City Clerk

City of Wichita
City Council Meeting
March 4, 2014

TO: Mayor and City Council

SUBJECT: Resolution of Support for Application for Housing Tax Credits; Rushpointe Apartments (District I)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Adopt the resolution of support for the application for Housing Tax Credits for Rushpointe Apartments, subject to all local building and zoning codes, ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirement.

Background: The Housing Tax Credit Program is administered by the Kansas Housing Resources Corporation. Enacted in the Tax Reform Act of 1986, the Housing Tax Credit Program is designed to secure private equity capital for the development of affordable rental housing. The Program can provide as much as 55%-60% of the total development cost, which reduces the amount of debt financing in affordable rental housing developments. This allows lower rents and greater affordability. The State receives a tax credit allocation from the Federal government, and requires developers/owners to obtain a resolution of support from the local government, when submitting applications for financing through the program.

Under the City's adopted Housing Tax Credit (HTC) Policy, developers/owners must present proposed Housing Tax Credit projects to the applicable District Advisory Board (DAB). The policy also requires a review by the City's Development Coordinating Committee (DCC). The Planning Department and the Metropolitan Area Building and Construction Department (MABCD) also review the project for zoning and design appropriateness and provide comment regarding consistency with neighborhood plans, if applicable. Once the project is reviewed by the DAB, DCC, Planning and MABCD, it is forwarded to the City Council for a public hearing, with a staff recommendation regarding the resolution of support for the Housing Tax Credit application.

On May 15, 2012, the City Council adopted a resolution of support for an application for 9% HTCs for Mark Cox and Kansas Elks Training Center for the Handicapped, Inc. (KETCH), in connection with the development of the Rushpointe Apartments, to be located at the northwest corner of 32nd Street North and Gouverneur. Upon completion, the project was to have provided for 16 studio apartment units to be made available to citizens with intellectual and/or developmental disabilities, a special needs population. The resolution of support was adopted following completion of the reviews and public hearings required under the City's HTC Policy. Further, the resolution was adopted with waiver of the 20% market rate unit requirement, due to the planned service of a special needs population.

Following adoption of the resolution of support, the developer submitted an application for HTCs to the KHRC, but the project did not receive an allocation. The developer has submitted a new HTC application, but the current resolution of support expires May 15, 2014. This will not allow sufficient time for the developer to initiate construction activities, should the project receive an allocation of HTCs. Therefore, a new resolution of support has been requested.

Analysis: The new HTC application includes only minor changes in scope from the original. The proposed project will still offer 16 studio apartment units, within two buildings, and will serve citizens with intellectual and/or development disabilities. Monthly rent amounts are projected to be \$360, an increase of \$1 over the original proposal. The total project cost is estimated to be \$2,721,391, which is a decrease of \$23,712 from the original. KETCH will manage the project and will provide rehabilitation services to its residents, as was originally proposed.

Since the characteristics of the project have not materially changed, and the procedural requirements of the City's HTC Policy do not contemplate an end date for resolutions of support, Housing and Community Services staff members believe that the developer has complied with all of the procedural requirements of the City's HTC Policy.

The resolution of support will not constitute final plan or design approval. If the project is awarded HTCs, the developer must comply with all requirements associated with appropriate plan reviews required for issuance of a City building permit. These reviews will include compliance with the City of Wichita's HTC Policy design guidelines. Further, the developer must comply with any additional reviews that may be requested by the City Council member in whose district the proposed project is planned.

Vetting of the developer was conducted by Office of Urban Development staff. There were no outstanding issues noted.

Financial Considerations: According to the information provided, the total development cost is estimated to be \$2,721,391. In addition to equity generated by the sale of the Housing Tax Credits, the developer will utilize a general partner contribution, Affordable Housing Program funding from the Federal Home Loan Bank, and deferred developer fees to finance the project. The City will not be involved in the project financing.

Legal Considerations: The Law Department has reviewed the resolution document and approved it as to form.

Recommendations/Actions: It is recommended that the City Council adopt the resolution of support for the application for Housing Tax Credits for Rushpointe Apartments, subject to all local building and zoning codes, ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirement, and authorize the necessary signatures.

Attachments: Resolution document.

RESOLUTION NO. 14-071

A RESOLUTION ESTABLISHING SUPPORT OF THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas has been informed by Mark Cox and Kansas Elks Training Center for the Handicapped, Inc., (KETCH) that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable rental housing to be located on a site legally described as follows:

Lot 2, Except the West 240 Feet thereof, Block 1, Fantasea II Addition to Wichita, Sedgwick County, Kansas

WHEREAS, this housing development will have a total of 16 studio apartment units, within two buildings, all to be assisted through the Housing Tax Credit program, designed to serve tenants with developmental disabilities.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

That the Governing Body of the City of Wichita, Kansas supports and approves the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. This Resolution is effective until December 31, 2015. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

This resolution does not constitute design or plan approval by the City of Wichita. The project design must comply with the City of Wichita's Housing Tax Credit Policy design guidelines, which will be determined by the Metropolitan Area Planning Department and the Metropolitan Area Building and Construction Department, after the project is approved for tax credits. During that review, complete building plans may be submitted to the Council Member, at the Council Member's request, prior to issuance of a building permit. All projects must comply with all applicable building codes, zoning codes, ordinances, and requirements.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this _4th_ day of _March_, 2014.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
March 4, 2014

TO: Mayor and City Council

SUBJECT: Child Care Licensing Grant Application (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the Child Care grant application for state fiscal year (SFY) 2015.

Background: The City of Wichita Environmental Health Division is authorized by Chapter 7.25 of the Municipal Code to conduct surveys of child care facilities and provide education for child care providers within the Wichita area. The Kansas Department of Health and Environment (KDHE) provides an annual grant to fund these activities, and has solicited the Division of Environmental Health's application for SFY 2015 (July 1, 2014 through June 30, 2015).

Analysis: The City has conducted child care licensing and education services in excess of 40 years, providing a local point of contact for citizens and providers. Local operation of the program also enhances coordination with other agencies involved, such as the Fire Department and the Metro Area Building & Construction Department (MABCD). Environmental Health staff members enforce City ordinances and state regulations, and utilize state enforcement mechanisms, as appropriate.

Financial Consideration: The grant request for state fiscal year 2015 totals \$415,040. The City's General fund will provide support in the amount of \$167,200 for the grant term. The General fund contribution is offset by inspection fees in accordance with City ordinance 7.25. The City inspection fees were increased by 25% and new fees were established to offset projected General fund expenditures. Grant funding and local fees are projected to offset the estimated program cost of \$582,240.

Legal Consideration: The grant agreement has been approved as to form by the Law Department.

Recommendation/Actions: It is recommended the City Council approve the grant application and authorize the necessary signatures.

Attachment: KDHE grant application and KDHE program request.

State of Kansas
Department of Health & Environment
Bureau of Community Health Services
1000 SW Jackson, Suite 340
Topeka, KS 66612-1365
785-296-0425
aidtolocal@kdheks.gov

This document must be signed and
dated by an appropriate authority as
indicated in the bottom of this form.

Print Form

Submit Form

This form is required as the cover sheet for each agency's application

APPLICATION FOR GRANT

To be completed by State Office

Grant Period: July 1, 2014 - June 30, 2015

Date Received:

Application for Grants Due

March 14, 2014

City of Wichita Public Works & Utilities Department Environmental
Health Division

Applicant (Name of Agency)

1900 E 9th St

Street Address/PO Box

City Wichita Zip Code 67214

Shawn Maloney

Name of Director

316-268-8351

Telephone of primary contact

Lisa Hilyard

Fiscal Officer

316-268-4202

Telephone of fiscal contact

City-County

Type of Organization

FEIN#: 48-6000653

D-U-N-S # 043063460

Where will program be conducted?

Sedgwick County inclusive

Comments:

The City of Wichita PW&U Child Care Program operates within
Wichita, throughout Sedg Co, and in the surrounding cities
and townships to enforce the Kansas Child Care Laws and
regulations and local ordinances.

Was your agency required to have a Circular A-133
Single Audit completed in 2013? See instructions on
next page.

Yes

Application Checklist - Completion Required County Health Departments only:

- ☐ Health Department approved budget submitted
- ☐ Local Tax Revenue Amount
- ☐ Plan to submit Public Health Emergency Preparedness
Grant Request

All Agencies:

- ☐ Program Requests submitted
- ☐ Detailed Budget(s) submitted

GRANT FUNDS REQUESTED

State Formula

Child Care Licensing 415,040.23

Chronic Disease Risk Reduction

Family Planning

Healthy Families Services

Maternal and Child Health

Pregnancy Maintenance Initiative

Teen Pregnancy Targeted Case Management

Community Based Primary Care Clinic Grant

Immunization Action Plan

WIC/Immunization Collaboration Project

Community HIV Prevention Services

Opt-out HIV Testing

Personal Responsibility Education Program

Ryan White

STI/HIV Intervention/Prevention

Total Funds Requested

415,040.23

President/Chairman Local Board of Health or Board of Director

Administrator/Director

Date:

Date:

SFY 2014-15 Personnel Allocation by Program

	Name/Position	Salary*	State Formula	Child Care License	CDRR	Family Planning	Healthy Families	MCH	PMI	Teen Preg- nancy Case Manage- ment	General Primary Care	IAP	WIC/ ICP	Opt-out HIV Testing	Personal Responsi- bility Education Program	Communi- ty HIV Prevention Services	Ryan White	HIV Inter- vention and Preven- tion	Other	Total % **
Add Line	Carmen Carbajal CHN I	64,970.10		100																100
Add Line	Debra Harries CHN I	48,311.64		100																100
Add Line	Adrienne Ladd CDS	49,533.12		100																100
Add Line	Jennifer Manuel CDS	48,311.64		100																100
Add Line	Jodi Evans CDS	45,995.04		100																100
Add Line	Jo Hensley clerk	13,109.85		100																100
Add Line	Dianna Smith CHN I	50,754.60		100																100
Add Line	Nancy Jensen RN Supervisor	67,792.14		100																100

Applicant Name: City of Wichita- Public Works & Utilities Department Division of Environmental Health

Program Title: Child Care Licensing Program

Instructions: List basic services to be provided with Child Care Licensing Program grant funds.

Term: July 1, 2014 through June 30, 2015

Program Objectives:

1. Survey child care facilities in Sedgwick County inclusive according to KDHE policies and procedures and make recommendation for licensure to KDHE. Services will be performed electronically using e-mail, the licensing database CLARIS, and other technologies including online/automated surveys using tablet or laptop computers, portable printers, digital cameras, and mobile devices.
2. Provide pre-application services to potential providers including the KDHE orientation classes modified to include local ordinance requirements, and in-service training classes that promote compliance with Kansas State Child Care Laws and KDHE Child Care Regulations.
3. Survey facilities additionally as requested by KDHE to verify on-going compliance.
4. Investigate complaints re: child care facilities, cooperate with other outside agencies in complaint investigations, produce narratives of the investigation findings and make recommendations re: enforcement action by KDHE.
5. Participate in KDHE hearings as state's witness following enforcement action by KDHE.
6. Conduct community outreach activities that establish the local program as the point of contact for the public with regard to state law, child care regulations, local ordinances, and referral to child care resources.
7. Provide staff training and participate in KDHE staff training to improve consistency, timeliness and compliance with KDHE policies and procedures.
8. Develop community partnerships that promote and improve licensing service delivery and promotes licensing.

Requested funds: 415,040.23

Comments:

Detail Budget

Grant Funds SFY July 1, 2014 - June 30, 2015

Formulas are set to round numbers to the nearest dollar.

Salary	Name/Position	Annual Salary for Grant Period	% of Time Worked	Total	Grantees Share	Total Requested From Grant
Add Line	Carmen Carbajal/CHN I surveyor	64,970.00	100	64,970.00	0.00	64,970.00
Add Line	Debra Harries/CHN I surveyor	48,311.64	100	48,312.00	0.00	48,312.00
Add Line	Adrienne Ladd/CDS surveyor	49,533.12	100	49,533.00	0.00	49,533.00
Add Line	Jennifer Manuel/CDS surveyor	48,311.64	100	48,312.00	0.00	48,312.00
Add Line	Jodi Evans/CDS surveyor	45,995.04	100	45,995.00	0.00	45,995.00
Add Line	Jo Hensley/part time clerk	13,109.85	100	13,110.00	0.00	13,110.00
Add Line	Dianna Smith/CHN I surveyor	50,754.60	100	50,755.00	50,755.00	0.00
Add Line	Nancy Jensen/CHN III supervisor/surveyor	67,792.14	100	67,792.00	67,792.00	0.00
Salary Total				388,779.00	118,547.00	270,232.00

Benefits	Total	Grantees Share	Total Requested From Grant
Add Line FICA 7.65%	29,741.53	9,068.83	20,672.70
Add Line Workers Compensation 2.85%	11,080.18	3,378.58	7,701.60
Add Line Unemployment 0.33%	1,282.97	391.20	891.77
Add Line Life Insurance 0.4%	1,502.67	474.19	1,028.48
Add Line Retirement/Pension 13.2%	49,588.21	15,648.17	33,940.04
Add Line Longevity (Carbajal, Harries, Smith, Jensen)	3,168.00	1,728.00	1,440.00
Add Line Health Insurance (Carbajal, Harries, Ladd, Evans, Jensen)	43,162.00	4,804.00	38,358.00
Add Line Cell Phone allowance (all surveyors)	2,520.00	720.00	1,800.00
Category Total	142,045.56	36,212.97	105,832.59

Travel	Total	Grantees Share	Total Requested From Grant
Add Line	0.00	0.00	0.00
Category Total	0.00	0.00	0.00

Supplies	Total	Grantees Share	Total Requested From Grant
Add Line Office supplies	5,000.00	0.00	5,000.00
Supplies Total	5,000.00	0.00	5,000.00

Capital Equipment	Total	Grantee Share	Total Requested From Grant
Add Line	0.00	0.00	0.00

Capital Equipment Total	0.00	0.00	0.00
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Other (Itemize)		Total	Grantee Share	Total Requested from Grant
Add Line	Motor Pool	13,680.00	10,000.00	3,680.00
Add Line	Vehicle Liability	2,390.00	2,390.00	0.00
Add Line	Fuel	5,500.00	0.00	5,500.00
Add Line	Data Center/ IT	13,019.64	0.00	13,019.64
Add Line	PBX line/instrument, voice mail	2,496.00	0.00	2,496.00
Add Line	long distance	50.00	50.00	0.00
Add Line	Postage	2,000.00	0.00	2,000.00
Add Line	Print/ photocopy	3,500.00	0.00	3,500.00
Add Line	Air cards	3,780.00	0.00	3,780.00
Add Line	Dues/ Certifications	0.00	0.00	0.00
Other Items Total		46,415.64	12,440.00	33,975.64
GRAND TOTAL		582,240.20	167,199.97	415,040.23

KDHE use only:

Audited by:

Surveyor

In order to update our records and accurately allocate funding please complete for each surveyor or assistant surveyor. Also please complete and submit this form for each new surveyor or assistant surveyor employed to conduct inspections for child care licensing at the time of hire.

PLEASE COMPLETE ALL INFORMATION.

	Surveyor Role	Name	Job Title	Counties	Education Highest Degree Achieved	Specify Field	Credit hours in Early Childhood Development	Credits Hours in Health Related Courses	Accredited College/ University and Location	Current Professional Certificates or Licenses Held	Years with Child Care Licensing	Professional Activities/ Memberships
Add Surveyor	Surveyor	Carmen Carbajal	CHN I	Sedgwick	Associates Degree	Nursing - Diploma	3	60	Marymount College-Salina, Ks. Newman College courses	Registered Nurse in Kansas and Texas	20	NPPS Certified, Sedg Co Navigator
Add Surveyor	Surveyor	Debra Harries	CHN I	Sedgwick	Masters Degree	Marriage and Family Therapy	19	148	WSU/Friends University, Wichita	Registered Nurse in Kansas	5	NPPS Certified, Sedg Co Navigator, Crisis Nursery Task Force
Add Surveyor	Surveyor	Adrienne Ladd	CDS I	Sedgwick	Bachelors Degree	General Studies	22	9	Emporia State, Emporia	Program Director Approval over 100	6	NPPS Certified, SAFE Kids Ks, Sedg Co Navigator
Add Surveyor	Surveyor	Jennifer Manuel	CDS I	Sedgwick	Bachelors Degree	EL ED w/ Early Childhood Certificate	24	7	WSU, Wichita	Program Director Approval over 100	5	NPPS Certified, Sedg Co Navigator
Add Surveyor	Surveyor	Dianna Smith	CHN I	Sedgwick	Bachelors Degree	Nursing	6	60	WSU, Wichita	Registered Nurse in Kansas	7	NPPS Certified, Sedg Co Navigator
Add Surveyor	Surveyor	Jodi Evans	CDS I	Sedgwick	Bachelors Degree	Education and Business Administration	20	5	Butler Co Comm College? Friends University, Wichita	Program Director Approval over 100	1.5	SAFE Kids Ks, Sedg Co Navigator

	Surveyor Role	Name	Job Title	Counties	Education Highest Degree Achieved	Specify Field	Credit hours in Early Childhood Development	Credits Hours In Health Related Courses	Accredited College/ University and Location	Current Professional Certificates or Licenses Held	Years with Child Care Licensing	Professional Activities/ Memberships
Add Surveyor	Surveyor	Nancy Jensen	CHN III	Sedgwick	Bachelors Degree	Nursing	30	60	WSU/Wesley School of Nursing/ Southwestern College, Wichita/ Winfield	Registered Nurse in Kansas	26	NARA, KDHE BEST Team, Ks. STATE Nurses Assoc, Sedg Co Navigator

City of Wichita
City Council Meeting
March 4, 2014

TO: Mayor and City Council

SUBJECT: O. J. Watson Park Fishing Dock, CFAP Grant Application. (District III)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the grant application.

Background: The Community Fisheries Assistance Program (CFAP) improves fishing opportunities at community lakes. The state leases the fishing rights from over two hundred community lakes statewide. In conjunction with this program, more than 90% of these community lakes provide free fishing access to anglers holding a Kansas State Fishing License. CFAP lakes provide some of the most convenient fishing locations in the state. Most community lakes are small impoundments, but some are large and may even offer boating access and other recreational activities.

CFAP was designed to remove barriers to fishing access and provide family friendly fishing areas close to where people live. It also provides grants to urban fisheries for various improvements. The O. J. Watson Park Lake is included in the CFAP program. It is 42 acres in size and fishermen can cast for bluegill, channel catfish, crappie, flathead catfish, largemouth bass, saugeye and wiper.

Analysis: As part of the City's Americans with Disabilities Act (ADA) Transition Plan, O. J. Watson Park is in line for ADA improvements. Modifications for the park include walkway, restroom and parking upgrades, along with an accessible fishing dock. Funds for these upgrades will come from the City's Capital Improvement Program (CIP) ADA Transition Plan, administered by Public Works & Utilities (PW&U) and already approved by City Council.

The new dock will allow anglers with disabilities to enjoy the popular fishing lake and qualifies to be submitted for CFAP grant funds. If approved, up to \$40,000 and/or 25% of the project cost can be awarded to the City by the Kansas Department of Wildlife, Parks and Tourism (KDWPT).

Financial Considerations: The application for the CFAP grant is due on June 1, 2014. The Park Department is requesting \$40,000 in CFAP funding. If the grant application is successful, it will supplement the previously approved \$273,000 CIP ADA Transition Plan funds for O. J. Watson Park. The funding source for the ADA Transition Plan project is General Obligation bonds.

Legal Considerations: The Law Department has reviewed and approved the grant application as to form.

Recommendations/Actions: It is recommended that the City Council approve the grant application and authorize the necessary signatures.

Attachment: CFAP Grant application.

City of Wichita
City Council Meeting
March 4, 2014

TO: Mayor and City Council

SUBJECT: Claim for crop damages related to ASR Construction (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve payment of the claim in the amount of \$16,606.

Background: Attached is a claim for damages totaling \$16,606 from Mr. Kendel Koehn located in Section 8, TWP 24S, R2W. This claim covers two separate issues related to Mr. Koehn's field. In May, 2011 a 36" pipeline was replaced across this field affecting 5.4 acres of easement. The first part of the claim is for laser leveling to restore the grade of the field to properly flood irrigate the crops. The second part of the claim is for three years of affected crop production on the easement due to construction. The 2.7 acres of the affected area is historically planted with a split crop of wheat and soybeans and the remaining 2.7 acres is corn.

Analysis: The estimate of \$5,400 for laser leveling is in line with the \$1,000 an acre estimate provided by the City's Program Management for this project as the affected easement across this property totals 5.4 acres.

The following estimates for crop damages for the irrigated are derived from insurance projections. The estimated damages over the three year period are calculated in the same fashion as other Aquifer Storage and Recovery (ASR) related crop damages. The first year (2012) Kendal Koehn experienced a total loss of crops due to the pipeline being dug up. The second year (2013) provides a 50% reduction in crop yield and the third year (2014) estimates a 25% reduction in crop yield due to poor soil conditions resulting from the pipeline being dug up. The resulting financial loss due to crop damages from removal of the pipeline is estimated to be:

2.7 acres of corn yielding 200 bushels/acre at \$5.68/bushel is \$3,067 in 2012, \$1,534 in 2013 and \$767 in 2014 for a total of \$5,368.

2.7 acres of wheat yielding 72 bushels/acre at \$8.62/bushel is \$1,676 in 2012, \$838 in 2013 and \$419 in 2014 for a total of \$2,933.

2.7 acres of soybeans yielding 49 bushels/acre at \$12.55/bushel is \$1,660 in 2012, \$830 in 2013 and \$415 in 2014 for a total of \$2,905.

The total amount for crop damages (\$11,206) in addition to the laser leveling of this field (\$5,400) brings the total recommended compensation to \$16,606.

Financial Considerations: The claim will be paid out of the ASR project as the budget includes money for payment of such claims.

Legal Considerations: The Law Department will prepare a suitable release of claim in exchange for the payment, and will review and approve the form of the payment documents.

Recommendations/Actions: It is recommended that the City Council approve payment of the claim to Mr. Kendel Koehn in the amount of \$16,606.

Attachments: Claim for Damages signed by Kendel Koehn; the original 1939 easement agreement.

06-12-12P02:23 RCVD

RECEIVED

4-1-12

CLAIM FOR DAMAGES

CITY OF WICHITA, KANSAS

06-12-12A10:56 RCVD
CITY CLERK OFFICE

This form is to be completed in its entirety. Return to the City Clerk's Office, City Hall - 13th Floor, 455 North Main, Wichita, Kansas 67202.

In the STATEMENT OF CIRCUMSTANCES SECTION, give all information available that will answer the questions of (1) how the incident/accident happened, (2) names of other people involved, and (3) the cause.

Inquiries regarding the status of claim may be directed to the Law Department, 268-4681.

Name Kendel Koehn Telephone 620-345-6572
Address 5517 South Spring Lake Road Halstead KS 67056
(City) (State) (Zip Code)

Date of Accident OR Incident April-May, 2012 Time of Accident OR Incident Construction
Location of Accident OR Incident Old Pipeline removal on SE 1/4 Section 8, T24S, R2W
Witnesses Lynn Moore, PEC; Anthony Gronau, CDM Smith

Amount Claimed \$ 16,606 (Please itemize or attach estimate of damages or paid receipts)

STATEMENT OF CIRCUMSTANCES Removal of old 36" pipe after construction of new transmission main, ASR project B3, in 66' wide easement.

Easement area affected is 5.4 acres.

Affected area is planted with 1/2 wheat/soybeans and 1/2 corn.

Easement crop areas are 2.7 acres wheat/soybeans and 2.7 acres corn.

Corn base price (insurance) is \$5.68/bushel.

Wheat base price is \$8.62/bushel.

Soybeans base price is \$12.55/bushel.

Compensation for laser controlled levelling for the easement is \$1,000/acre.

TOTAL COMPENSATION: \$16,606 Computation is attached.

I do hereby certify that the above amount is correct, reasonable and just, and that the amount claimed therein is due and unpaid.

4-27-12
Date

Kendel Koehn
Signature of Claimant

Kendel Koehn: Construction - related crop and field damages along ASR Northern Diagonal Transmission Main									
	4/24/12								
Crop losses:									
	CROP	Acres	Bushels per Acre	Market Value	Base Cost per Acre	2012 Total	2013 Total	2014 Total	Overall Total
	Corn	2.7	200	\$5.68	\$1,136.00	\$3,067.20	\$1,533.60	\$766.80	\$5,367.60
	Wheat *	2.7	72	\$8.62	\$620.64	\$1,675.73	\$837.86	\$418.93	\$2,932.52
	Soybeans *	2.7	49	\$12.55	\$614.95	\$1,660.37	\$830.18	\$415.09	\$2,905.64
	* NOTE: Wheat and soybeans are both planted annually in season on same ground								
Cost to Cure:									
	Laser Grade	5.4			\$1,000.00				\$5,400.00
TOTAL COST									\$16,605.76

Revenue Product Tracking Information

Base Price Detail

Base Price Tracking Information:
 July HRW Wheat - KCBOT
 States:
 KS, NM, OK, TX

Plan:
 RP

Crop:
 Winter Wheat

Base Price Month:
 August 15, 2011 - September 14, 2011
 Actual Price Release Date:
 September 15, 2011

Anticipated Price Release Date:
 September 17, 2011

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Weekly Average
Week 1	\$8.38	\$8.46	\$8.51	\$8.26	\$8.47	\$8.42
Week 2	\$8.53	\$8.72	\$8.66	\$8.78	\$8.98	\$8.73
Week 3	\$9.04	\$8.89	\$9.02	\$8.78	\$8.88	\$8.94
Week 4	\$0.00	\$8.75	\$8.70	\$8.59	\$8.44	\$8.62
Week 5	\$8.43	\$8.18	\$8.11	\$0.00	\$0.00	\$8.24

RCIS Tracking Price - \$8.62 (This value represents an average of all days trading within the tracking period)

FCIC Determined Price - \$8.62

Close Window

Bill Charleston soybeans 835-2273

Revenue Product Tracking Information

Base Price Detail

Base Price Tracking Information:

December Corn - CBOT

Plan:

RP

Crop:

Corn

States:

CO, CT, DE, IA, IL, IN, KS, KY, MA,
 MD, ME, MN, MO, MT, ND, NE, NH, NJ,
 NM, NY, OH, PA, RI, SD, TN, UT, VA,
 VT, WI, WV, WY

Base Price Month:

February 01, 2012 - February 28, 2012

Anticipated Price Release Date:

March 03, 2012

Actual Price Release Date:

March 01, 2012

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Weekly Average
Week 1	\$0.00	\$0.00	\$5.77	\$5.79	\$5.82	\$5.79
Week 2	\$5.81	\$5.75	\$5.74	\$5.68	\$5.60	\$5.72
Week 3	\$5.67	\$5.84	\$5.80	\$5.68	\$5.68	\$5.65
Week 4	\$0.00	\$5.64	\$5.65	\$5.59	\$5.58	\$5.61
Week 5	\$5.57	\$5.64	\$0.00	\$0.00	\$0.00	\$5.61

RCIS Tracking Price - \$5.68 (This value represents an average of all days trading within the tracking period)

FCIC Determined Price - \$5.68

Close Window

Revenue Price Detail

Revenue Price Detail

Base Price Tracking Information
Product Code: 0001
Product Name: 0001

Product Name: 0001
Product Code: 0001
Product Description: 0001

Product Name: 0001
Product Code: 0001
Product Description: 0001

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1	22.00	22.00	22.00	22.00	22.00	22.00
Week 2	22.00	22.00	22.00	22.00	22.00	22.00
Week 3	22.00	22.00	22.00	22.00	22.00	22.00
Week 4	22.00	22.00	22.00	22.00	22.00	22.00
Week 5	22.00	22.00	22.00	22.00	22.00	22.00

Base Price Tracking Information
Product Code: 0001
Product Name: 0001

Revenue Product Tracking Information

Base Price Detail

Base Price Tracking Information:

November Soybeans - CBOT

Plan:

RP

Crop:

Soybeans

States:

CO, IA, ID, IL, IN, KS, KY, MI, MN, MO,

ND, NE, NJ, NY, OH, OR, PA, SD, TN,

TX, VT, WA, WI

Base Price Month:

February 01, 2012 - February 28, 2012

Anticipated Price Release Date:

March 03, 2012

Actual Price Release Date:

March 01, 2012

<u>Week</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Weekly Average</u>
Week 1	\$0.00	\$0.00	\$12.18	\$12.24	\$12.37	\$12.26
Week 2	\$12.39	\$12.41	\$12.40	\$12.39	\$12.40	\$12.40
Week 3	\$12.59	\$12.58	\$12.61	\$12.55	\$12.62	\$12.59
Week 4	\$0.00	\$12.62	\$12.64	\$12.68	\$12.71	\$12.66
Week 5	\$12.81	\$12.89	\$0.00	\$0.00	\$0.00	\$12.85

RCIS Tracking Price - \$12.53 (This value represents an average of all days trading within the tracking period)

FCIC Determined Price - \$12.55

Close Window

City of Wichita
City Council Meeting
March 4, 2014

TO: Mayor and City Council Members

SUBJECT: Weed Abatement Assessments (Districts I, II, III, IV and VI)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendation: Approve the assessments and place the ordinance on first reading.

Background: The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinances allow the City to cut tall grass and weeds if a property owner fails to act after proper notification. A private contractor performs the work, and the (MABCD) bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the mowing costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and the (MABCD) is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Property owners are billed for the contractual costs of the abatement, plus an administrative fee. If the property owner fails to pay, these charges are assessed against the property. The list of properties in the attached ordinance details those properties and amounts proposed to be approved for assessment.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the proposed assessments and place the ordinance on first reading.

Attachments: Ordinance.

Published in the Wichita Eagle on March 21, 2014

ORDINANCE NO. 49-673

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR
THE COST OF **CUTTING WEEDS** IN THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF
WICHITA, KANSAS:

SECTION 1. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2014:

Legal of Parcel in Benefit District

Assessment

W 85 FT LOTS 145-147 WACO AVE. ENGLISH'S 8TH. ADD.	123.50
E 41 FT LOTS 74-76 BLOCK 8 ORME & PHILLIPS ADD.	123.50
LOTS 46-48 EXC PT TO STATE FOR HY WASHINGTON AVE LINCOLN ST. ADD.	123.50
LOTS 2-4 CLEVELAND AVE. MATHEWSON MANOR ADD.	123.50
LOT 29 BLOCK B PINWOOD ESTATES ADD.	123.50
LOTS 90-92-94 PIATT AVE. LOGAN ADD.	123.50
LOTS 146-148-150 PIATT AVE. LOGAN ADD.	123.50
LOTS 55-57 ASH ST LOGAN ADD.	123.50

S 20 FT LOT 73-ALL LOT 75 ASH ST. LOGAN ADD.	123.50
ODD LOTS 165 TO 175 INC MADISON AVE LOGAN ADD	123.50
LOTS 21-23 BLOCK 2 OHIO ADD.	123.50
LOTS 80-82 RIDDELL NOW SPRUCE ST. STOUT'S ADD.	123.50
LOTS 73-75 MINNEAPOLIS AVE. PARKVIEW ADD.	123.50
N 9 FT LOT 61-ALL LOT 63 & S 20 FT LOT 65 MONA NOW POPLAR AVE MOSSMAN'S 2ND. ADD.	123.50
LOTS 26-28 STITES NOW GROVE ST. MOSSMAN'S 2ND. ADD.	123.50
LOTS 78-80 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD	123.50
LOTS 9-11 MT. VERNON NOW ERIE AVE. FAIRMOUNT PARK ADD.	123.50
W 39 FT LOT 38 & E 38 FT LOT 39 BLOCK 5 SHADYBROOK ADD.	123.50
E 140 FT LOT 57 HILLSIDE GARDENS ADD	123.50
LOT 5 EXC BEG SE COR LOT 4 TH SE 10FT TH SW TO SWLY LI TH NWLY ALG CUR 1 FT TO BEG BLOCK 5 CHERRY CREEK HILLS ADD	123.50
W 50 FT E 100 FT S1/2 LOT 42 & W 50FT E 100 FT LOTS 44-46-48-50 BLOCK 15 J.O. DAVIDSON'S 2ND. ADD.	123.50
N 75 FT S 275 FT LOT 25 EXC WEST FOREST ADDITION R A MORRIS TRACTS ADD.	123.50

BEG 40 FT W & 330 FT S NE COR S1/2 NE1/4 S 300 FT W 581 FT N 300 FT E TO BEG & 1/2 VAC 3RD. ST. ON S EXC W 1/2A CCA-77195 SEC 22-27-1W	147.50
LOT 8 BLOCK B RIDGE PLAZA 8TH. ADD.	170.00
LOT 5 BLOCK B SIMMONS PARK ADD.	123.50
LOT 6 BLOCK B SIMMONS PARK ADD.	123.50
LOT 7 BLOCK B SIMMONS PARK ADD.	123.50
LOT 21 SUN-AIR ESTATES ADD.	134.00
LOT 23 SUN-AIR ESTATES ADD.	161.00
S 200 FT LOT 5 BLOCK D CRYSTAL CREEK ADDITION	124.00
S 200 FT LOT 6 BLOCK D CRYSTAL CREEK ADDITION	124.00
E 91 FT LOT 2 BLOCK D CRYSTAL CREEK ADD	123.50
LOT 6 BLOCK 2 CEDAR VIEW VILLAGE ADD	102.00
LOT 7 BLOCK 2 CEDAR VIEW VILLAGE ADD	102.00
LOT 10 BLOCK 2 CEDAR VIEW VILLAGE ADD	123.50
LOT 1 BLOCK A TANNER ADD	125.00

SECTION 2. This ordinance shall take effect and be in force from and after its passage

by the city council and publication once in the official City newspaper.

ADOPTED at Wichita, Kansas, this **18th** day of **March, 2014**.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

:

Gary E. Rebenstorf, Director of Law

Agenda Item No. II- 15

**City of Wichita
City Council Meeting
March 4, 2014**

TO: Mayor and City Council Members

SUBJECT: LexisNexis Contract Renewal – Legal Research Data Service

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Approve LexisNexis Contract Addendum and authorize necessary signatures.

Background: Since 2011, the Law Department has contracted with LexisNexis for legal research data services. The current contract expires March 1, 2014. In January 2014, competitive rate quotes for the next three years were sought from Westlaw and LexisNexis. Westlaw did not respond to a request for pricing quotes. LexisNexis responded with proposed rates that would effectively renew existing rates through March of 2016, then increase 2% for April 2016 – March 2017.

Analysis: The existing LexisNexis contract term expires at the end of March 2014. LexisNexis is agreeing to extend, by amendment of the existing contract, its current pricing until March 31, 2016. Effective April 1, 2016 through March 31, 2017 the rate will increase two percent.

Financial Considerations: Pricing for the one-year renewal term effective April 1, 2014 is \$15,588 and totals \$47,076 for the three-year period. Funding for the first one-year renewal period under the contract is available and included in the 2014 Adopted Budget for the Law Department within the General Fund.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendations/Actions: It is recommended that the City Council approve the LexisNexis Contract and authorize necessary signatures.

Attachments: LexisNexis Contract Addendum.

"Subscriber": City of Wichita City Attorney**"LN":** LexisNexis, a division of Reed Elsevier Inc.

This Subscription Plan Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Subscriber (the "Agreement"). This Amendment shall also serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

1. TERM

The term of this Amendment will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" shall have the meaning set forth in the Agreement.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
146XNK	Wichita, KS

3. CERTIFICATION

3.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	19
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3.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

3.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

3.4 If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

3.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials.

	PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a)	Lexis Only and Related Services	SBTNL0	Full
(b)	Kansas Library	CDENKS	
(c)	AMJUR	ZZYXXC	
(d)	ALR	ZZYWVJ	
(e)			
(f)			
(g)			
(h)			
(i)			
(j)			
(k)			
(l)			
(m)			
(n)			
(o)			
<input type="checkbox"/> See attached Rider No. 1 for additional Preferred Pricing Materials			

COMMITMENT PERIOD(S)			MONTHLY COMMITMENT
Beginning	4-1-2014 to 3-31-2015		\$ \$1299.00
Beginning	4-1-2015 to 3-31-2016		\$ \$1299.00
Beginning	4-1-2016 to 3-31-2017		\$ \$1324.98
Beginning	_____ to _____		\$ _____
Beginning	_____ to _____		\$ _____
Beginning	_____ to _____		\$ _____
Beginning	_____ to _____		\$ _____

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

Subscriber elects access to the Alternate Pricing Materials

(Initial)

7. CLOSED OFFER

The offer of LN contained herein is valid until March 20, 2014. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

9. SUPPORT AND TRAINING

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of the LN Online Services through:

- (a) Mandatory basic training in the use of the Online Services by LN for all Authorized Users;
- (b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

10. MISCELLANEOUS

10.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

10.2 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

10.3 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

10.4 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

AGREED TO AND ACCEPTED BY:

CITY OF WICHITA CITY ATTORNEY

SUBSCRIBER

LexisNexis, a division of Reed Elsevier Inc.

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.

This Contract Addendum ("Addendum") amends and supplements the terms of the Subscription Agreement between LexisNexis, a division of Reed Elsevier Inc. ("LN") and City of Wichita City Attorney ("Subscriber") for access to and use of the Online Services, including any and all amendments thereto (collectively the "Agreement").

1. Term.

The term of this Addendum (the "Addendum") shall be coterminous with the Agreement.

2. Governing Law; Applicable Law.

Notwithstanding anything to the contrary in the Agreement, the Agreement shall be governed by the law of the State in which Subscriber is located ("Subscriber's State"). LN agrees to comply with all applicable laws of Subscriber's State in the performance of its obligations under the Agreement. Furthermore, any provision of the Agreement which is contrary to the law of Subscriber's State shall be deemed to be modified to the extent necessary to be permissible under Subscriber's State law.

3. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under the Agreement for any current or future fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any calendar month upon ten (10) days prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts due up to the time of termination. In addition, Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

4. Miscellaneous.

Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

LN's acceptance of the terms of this Addendum shall be evidenced by its signature below or by providing Subscriber with access to the Online Services.

AGREED TO AND ACCEPTED BY:CITY OF WICHITA CITY ATTORNEY

SUBSCRIBER

BY: _____

NAME: _____

TITLE: _____

DATE: _____

LexisNexis, a division of Reed Elsevier Inc.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

**City of Wichita
City Council Meeting
March 4, 2014**

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
Airport Police and Fire Building System Improvements
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: The Airport Authority relies on the City of Wichita for the issuance of general obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare that a public necessity exists for, and that the public safety, service, and welfare will be advanced by, the authorization of certain capital improvements to the Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof, and the manner of payment, needs to be disclosed. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations or in the form of general obligation bonds for long term financing.

Analysis: In a concurrent agenda item, the City Council, sitting as the Wichita Airport Authority, will take action on a request to initiate a capital budget for Airport Police and Fire Building System Improvements. To correspond with that action, this Resolution reflects the estimated project cost to be financed through the issuance of general obligation debt.

Financial Considerations: The project budget requested is \$80,000, exclusive of interest on financing, administrative and financing costs which will be financed with general obligation bonds/notes. If the debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

Legal Considerations: The Law Department has reviewed and approved the Authorizing Resolution as to form.

Recommendation/Action: It is recommended that the City Council adopt the Resolution and authorize the necessary signatures.

Attachments: Authorizing Resolution.

RESOLUTION NO. 14-072

RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY.

WHEREAS, the City of Wichita, Kansas (the “City” or the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council (the “Governing Body”) of the City has heretofore, pursuant to K.S.A. 3-162, created the Wichita Airport Authority (the “Authority”); and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City (collectively, the “Act”) to issue general obligation bonds of the City without an election for the purpose of purchasing land for airport purposes or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to said land used for airport purposes; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements consisting of Airport Police and Fire Building System Improvements at the Wichita Mid-Continent Airport (the “Project”) and to provide for the payment of the costs thereof by the issuance of general obligation bonds of the City.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired at an estimated cost of \$80,000 in accordance with specifications prepared or approved by the Authority.

Section 2. Project Financing. The costs of the Project, interest on financing and administrative and financing costs shall be payable by the Authority and financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

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ADOPTED by the City Council of the City of Wichita, Kansas, on March 4, 2014.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
March 4, 2014

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
Airfield Equipment (Dump Truck) Acquisition
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: The Airport Authority relies on the City of Wichita for the issuance of general obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare that a public necessity exists for, and that the public safety, service, and welfare will be advanced by, the authorization of certain capital improvements to the Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof, and the manner of payment, needs to be disclosed. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations or in the form of general obligation bonds for long term financing.

Analysis: In a concurrent agenda item, the City Council, sitting as the Wichita Airport Authority, will take action on a request to initiate a capital budget for the acquisition of a dump truck with snow plow and spreader box. To correspond with that action, this Resolution reflects the estimated project cost to be financed through the issuance of general obligation debt.

Financial Considerations: The project budget requested is \$151,000, exclusive of interest on financing, administrative and financing costs which will be financed with general obligation bonds/notes. If the debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

Legal Considerations: The Law Department has reviewed and approved the Authorizing Resolution as to form.

Recommendation/Action: It is recommended that the City Council adopt the Resolution and authorize the necessary signatures.

Attachments: Authorizing Resolution.

RESOLUTION NO. 14-073

RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY.

WHEREAS, the City of Wichita, Kansas (the “City” or the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council (the “Governing Body”) of the City has heretofore, pursuant to K.S.A. 3-162, created the Wichita Airport Authority (the “Authority”); and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City (collectively, the “Act”) to issue general obligation bonds of the City without an election for the purpose of purchasing land for airport purposes or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to said land used for airport purposes; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements consisting of the acquisition of a dump truck with snow plow and spreader box for use by the Authority at the Wichita Mid-Continent Airport (the “Project”) and to provide for the payment of the costs thereof by the issuance of general obligation bonds of the City.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired at an estimated cost of \$151,000 in accordance with specifications prepared or approved by the Authority.

Section 2. Project Financing. The costs of the Project, interest on financing and administrative and financing costs shall be payable by the Authority and financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

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ADOPTED by the City Council of the City of Wichita, Kansas, on March 4, 2014.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
March 4, 2014

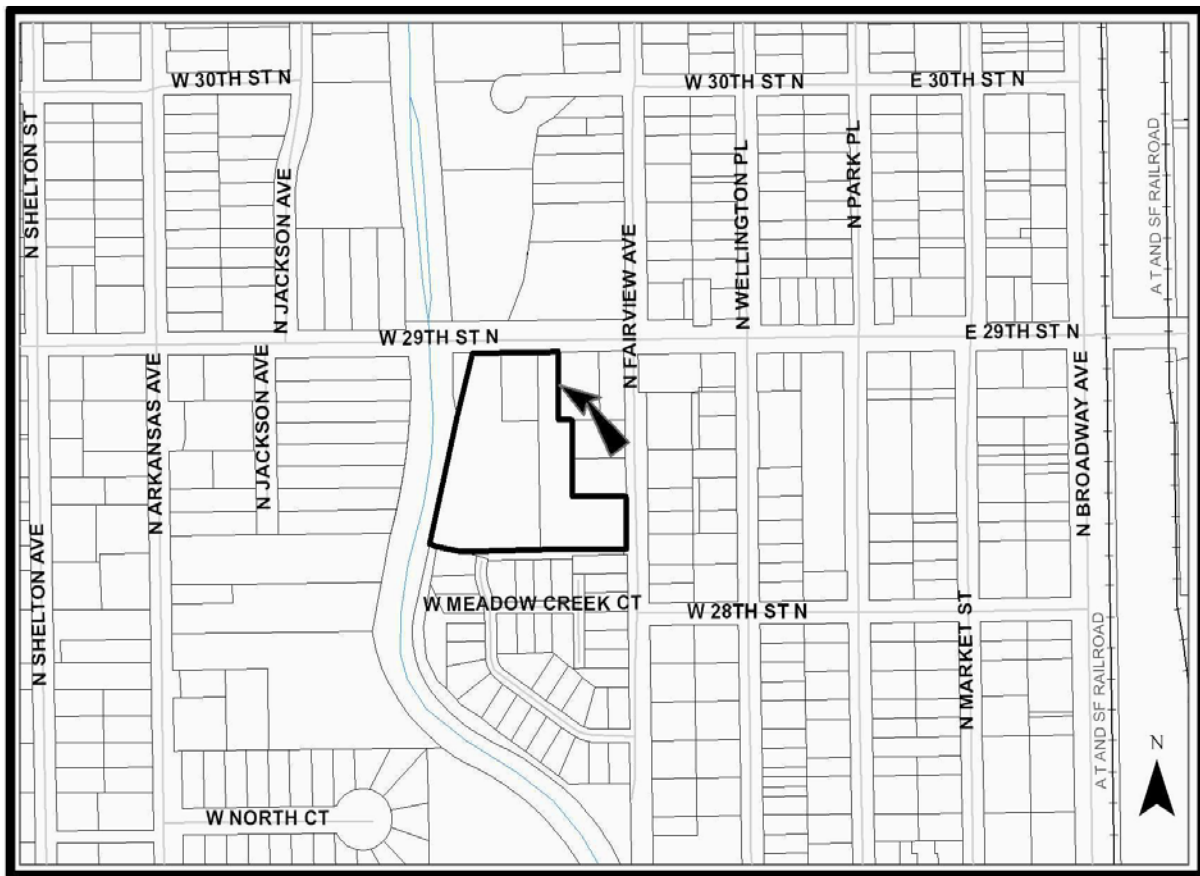
TO: Mayor and City Council

SUBJECT: ZON2009-00032 – Extension of time to complete the platting requirement for a zone change request from B Multi-family Residential to GC General Commercial with a Protective Overlay (PO); generally located west of Broadway Avenue and south of 29th Street North. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPD Staff Recommendation: Approve a one-year extension of the platting deadline to March 4, 2015.



Background: On December 8, 2009, the City Council approved the zone change from B Multi-family Residential (B) to GC General Commercial (GC) with a Protective Overlay (PO) subject to the condition of platting the property within one year. The applicant requested and received a platting extension to March 1, 2012. The attached letter from the applicant's agent requests an additional one-year platting extension to March 4, 2015.

Analysis: Staff recommends that an extension of time to complete platting requirements be granted. The City Council may deny the request for an extension of time to complete platting; however, denying the extension would declare the zone change null and void and would require reapplication and rehearing if the property owner still desired a zone change.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

Legal Considerations: No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendation/Actions: It is recommended that the City Council approve an extension of the platting deadline to March 4, 2015.

Attachment:

- K.E. Miller letter



January 30, 2014

MAPD
City Hall, 10th Floor
455 N. Main
Wichita, KS 67202

Re.: Zoning Case ZON2009-00032

Dear Mr. Longnecker,

On behalf of my client, I am requesting a 1 year platting extension associated with the referenced zoning case. We last requested a platting extension for 1 year on February 1, 2011. My client now has a commercial use for the property and would like to keep the zoning and Protective Overlay from the zoning case.

Thank you for considering our request. Please contact me if you want to discuss the project.

Sincerely,
K.E. Miller Engineering, P.A.

Kirk E. Miller, President

**City of Wichita
City Council Meeting
March 4, 2014**

TO: Wichita Housing Authority Board

SUBJECT: 2014 Utility Allowances - Public Housing Program

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority Board (Consent)

Recommendation: Defer action on this item until March 18, 2014.

Background: Housing Authorities are required by the U.S. Department of Housing and Urban Development (HUD) to annually review and make appropriate adjustments to the utility allowances provided for tenant furnished utilities. The allowances are subtracted from the tenant's adjusted gross rent to provide the net amount payable to Public Housing Authorities (PHA) as rent. The utility allowance calculations take into account the unit configuration, number of bedrooms, local climatic data, type of construction, design of the building along with the occupancy count. The allowance for the units is based on the electric, natural gas, water and sewer utility rates published by local utility suppliers.

The Quality Housing and Work Responsibilities Act of 1998 requires an annual review of utility allowances and if there has been a change (increase/decrease) of 10% or more in the utility allowance per unit size the allowance must be revised. Additionally, Title 24 of the Code of Federal Regulations Section 965.505 (e) states that "for systems that offer residents the option to choose air conditioning, the PHA shall not include air conditioning in the utility allowances."

Analysis: The Wichita Housing Authority (WHA) issued a Request for Proposals to identify an entity to conduct a HUD required Five-Year Energy Audit and Utility Allowance Study. EMG Corporation from Hunt Valley, Maryland was awarded the contract for this activity and performed analysis using updated natural gas, electric and water rates. EMG has determined that WHA allowances should be revised according to the outcome of their analysis. The allowances listed in the following chart are based on the utilities for which the tenants are responsible. In Greenway and McLean Manors, tenants are responsible for electricity only because the WHA provides heat (through natural gas fueled boilers) and air-conditioning (through chillers) in both high rise buildings.

Based on this information the WHA has developed a utility allowance rate schedule which, on an overall basis, is less than the current schedule.

The following recommended utility allowances for Public Housing rental units are proposed to be effective with annual re-certifications, starting on April 1, 2014.

<u>Location</u>	<u>AMP</u>	<u>Unit Size</u>	<u>Utility Allowances</u>	
			<u>Current</u>	<u>Proposed</u>
Greenway Manor	1	1 BR	\$31	\$29
Greenway Manor	1	2 BR	\$28	\$34
McLean Manor	1	1 BR	\$31	\$27
McLean Manor	1	2 BR	\$28	\$33
Rosa Gragg	2	1 BR	\$122	\$91
Bernice Hutcherson	2	1 BR	\$99	\$91
Single-family house	3	2 BR	\$152	\$141
Single-family house	3	3 BR	\$174	\$171
Single-family house	3	4 BR	\$185	\$200
Single-family house	3	5 BR	\$265	\$239
Single-family house	4	2 BR	\$152	\$131
Single-family house	4	3 BR	\$174	\$165
Single-family house	4	4 BR	\$185	\$209
Single-family house	4	5 BR	\$265	\$231
Single-family house	4	6 BR	\$232	\$253

Financial Considerations: The impact of the 2014 utility allowance schedule on the WHA budget will be determined by a number of factors, most of which are beyond the WHA's ability to forecast. Tenants paying minimum rent will receive the utility allowance in the form of a check from the WHA, based on their unit size and type. Tenants with higher incomes will have their rent adjusted downward by the utility allowance amount for their unit size and type. Utility allowance calculations are not used for tenants who pay flat rent rather than income-based rent.

Legal Considerations: The Law Department has reviewed and approved the 2014 utility allowances as to form.

Recommendation/Action: It is recommended that the Wichita Housing Authority Board defer action on this item until March 18, 2014.

Attachment: None

**City of Wichita
City Council Meeting
March 4, 2014**

TO: Wichita Airport Authority

SUBJECT: Airport Police and Fire Building System Improvements
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the project budget.

Background: A security system upgrade is identified in the Capital Improvement Program which includes improvements to the Airport Police and Fire Building located at 2193 Air Cargo Road where the security system is monitored.

Analysis: Under a separate project budget, certain building modifications will be made to the Airport Police and Fire Building to accommodate a monitoring console for the new security system being installed as part of the new Air Capital Terminal 3 (ACT 3) terminal project. In order to minimize the overall facility disruption and realize best cost and time effectiveness, it is advisable to perform other building system improvements during the same time period. These other building and system improvements include: a) the replacement of three units of the heating, ventilation, and air conditioning system; b) installation of an engine exhaust air scrubber system in the fire vehicle bays; c) sealing/weatherproofing of the building exterior; d) improvements to the audio/visual system in the tenant/public training room; and e) related ancillary fixtures.

Financial Considerations: A capital budget of \$80,000 is requested. This project will be funded with available funds of the Airport and the issuance of general obligation bonds repaid with Airport revenue.

Legal Considerations: There are no legal considerations.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the project budget.

Attachments: None.

**City of Wichita
City Council Meeting
March 4, 2014**

TO: Wichita Airport Authority

SUBJECT: Airfield Equipment (Dump Truck) Acquisition
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the capital budget and authorize the purchase.

Background: Airfield equipment is identified for \$125,000 in the Capital Improvement Program (CIP) for 2015. Early initiation is necessary to take advantage of a considerable cost savings available through the 2013 State of Kansas equipment contract. The 2014 state equipment contract awards will come too late for equipment to arrive prior to the 2014/2015 snow season.

Analysis: The proposed equipment to be purchased is a 2014 Western Star dump truck with snow plow and spreader box. This new equipment will replace a 1985 model dump truck. This equipment is used for snow removal during the winter season, and pavement and grounds related maintenance support in non-winter months. The vendor (Kansas Truck Center), under the State of Kansas contract effective for 2013, has agreed to offer this 2014 dump truck subject to the applicable model year price adjustment and alternative options. By purchasing this equipment through state contract, Airport staff estimates an approximate 20% savings compared to purchasing this equipment through a single-unit invitation to bid. Competitive bid procurement is satisfied through the state contract.

Financial Considerations: The contract price has been quoted at \$150,904, therefore a capital budget of \$151,000 is requested. The difference between the CIP value and the project budget requested can be accommodated because the condition of the equipment planned for replacement under HVAC Improvements in the 2014 CIP for \$100,000 allows the work to be delayed to a future year. This project will be funded with available funds of the Airport and the issuance of general obligation bonds repaid with Airport revenue.

Legal Considerations: City Code section 2.64.020 allows the utilization of intergovernmental cooperative contracts and agreements that are competitively bid such as State of Kansas contracts.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the project, authorize the purchase and the necessary signatures.

Attachments: Vendor Quote.

Prepared for:
John Lowe
State of Kansas , Dept of Transportation
900 SW Jackson
Room 102N
Topeka, KS 66612-1286
Phone: 785-296-3126

Prepared by:
Mike Grady
KANSAS TRUCK CENTER
2955 S. WEST STREET
WICHITA, KS 67213
Phone: 316-945-5600

SPEC'D ALTERNATIVES

DEAR SIR:

WICHITA AIRPORT AUTHORITY MAY PURCHASE AT STATE OF KANSAS PRICING
WESTERN STAR 4700 CHASSIS WITH HENDERSON STAINLESS STEEL DUMP
BODY, SPREADER, AND SNOW PLOW PER STATE OF KANSAS SPECIFICATIONS
CTS21.20.

ALL UNITS SHALL BE PER CTS21.20 SPECIFICATIONS, EVT0001401, AND PER
REQUISITION ID: 13487. ALSO TO INCLUDE THE FOLLOWING OPTIONS: POWER
WINDOWS, TRAFFIC ADVISOR ARROWS IN STROBE LIGHT BAR, POWER
MIRRORS AND THE FOLLOWING OPTIONS:

BASE BID PRICE PER ABOVE:	\$142,919.00
WESTERN STAR 4700 IN LIEU OF	
FREIGHTLINER 108SD	2,550.00
MODEL YEAR 2014	1,250.00
OBD & GHG 2014 EMISSIONS	875.00
ELECTRIC TRAP IN LIEU OF PULL TARP	1950.00
DUAL STEERING GEARS IN LIEU OF	
SINGLE GEAR	840.00
350 HP IN LIEU OF 330 HP	440.00
11R/22.5 TIRES IN LIEU OF 295/85R	80.00
DELIVER PRICE	\$150,904.00

Prepared for:
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State of Kansas , Dept of Transportation
900 SW Jackson
Room 102N
Topeka, KS 66612-1286
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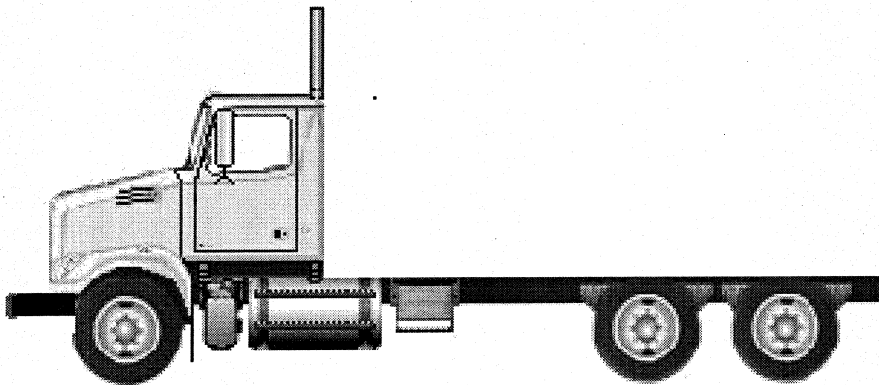
Prepared by:
Mike Grady
KANSAS TRUCK CENTER
2955 S. WEST STREET
WICHITA, KS 67213
Phone: 316-945-5600

A proposal for
State of Kansas , Dept of Transportation

Prepared by
KANSAS TRUCK CENTER
Mike Grady

Feb 07, 2014

Western Star 4700SF



Components shown may not reflect all spec'd options and are not to scale

Prepared for:
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 State of Kansas , Dept of Transportation
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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-05T	WESTERN STAR 4700 PRL-05T (EFF:03/8/13)			N/C
Data Version				
DRL-002	SPECPRO21 DATA RELEASE VER 002			N/C
Vehicle Configuration				
001-450	WESTERN STAR 4700 SET-FORWARD FRONT AXLE CHASSIS	9,120	6,900	\$130,835.00
004-215	2015 MODEL YEAR SPECIFIED			STD
002-003	SET FORWARD AXLE - TRUCK			STD
019-001	TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10	\$974.00
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-003	TRUCK/TRAILER CONFIGURATION			N/C
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)			N/C
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE			N/C
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-010	DIRT/SAND/ROCK COMMODITY			N/C
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-1A5	WESTERN STAR VOCATIONAL WARRANTY			STD
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 34000.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 52000.0 lbs			
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 60000.0 lbs			



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Data Code	Description	Weight Front	Weight Rear	Retail Price
Truck Service				
AA3-018	FRONT PLOW/END DUMP BODY			N/C
Tractor Service				
AA2-005	FLATBED TRAILER			N/C
AH6-001	SINGLE (1) TRAILER			N/C
Engine				
101-2XM	CUM ISL 350 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM	-780	-70	(\$3,427.00)
Electronic Parameters				
79A-075	75 MPH ROAD SPEED LIMIT			STD
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM			N/C
79P-005	PTO RPM WITH CRUISE SET SWITCH - 1000 RPM			N/C
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM			N/C
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH			N/C
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND			N/C
80G-002	PTO MINIMUM RPM - 700			N/C
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH			N/C
Engine Equipment				
99C-013	2013 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG14			STD
99D-010	NO 2008 CARB EMISSION CERTIFICATION			N/C
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
133-004	ONE PIECE VALVE COVER			STD
014-1C5	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER AND INSIDE/OUTSIDE AIR WITH SNOW DOOR	10		\$487.00
124-1DJ	DR 12V 160 AMP 36-SI BRUSHLESS QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	10		\$185.00
292-058	(3) ALLIANCE MODEL 1031, GROUP 31, 12 VOLT MAINTENANCE FREE 2280 CCA THREADED STUD BATTERIES	-10		(\$275.00)
290-017	BATTERY BOX FRAME MOUNTED	35		\$135.00
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB			N/C

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Data Code	Description	Weight Front	Weight Rear	Retail Price
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-001	NON-POLISHED BATTERY BOX COVER			N/C
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8		\$155.00
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			N/C
131-013	AIR COMPRESSOR DISCHARGE LINE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE			STD
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			STD
239-032	11 FOOT 00 INCH (132 INCH+0/-5 INCH) EXHAUST SYSTEM HEIGHT			N/C
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)			\$354.00
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			STD
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK	40	20	(\$93.00)
* 30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			STD
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD			STD
273-018	HORTON DRIVEMASTER ON/OFF FAN DRIVE			N/C
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
110-003	CUMMINS SPIN ON FUEL FILTER			N/C
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			N/C
266-017	1300 SQUARE INCH ALUMINUM RADIATOR	-20		N/C
267-006	MOUNTING FOR FIREWALL MOUNTED SURGE TANK			STD
103-004	ANTIFREEZE TO -34F, NOAT EXTENDED LIFE COOLANT			STD
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-016	RADIATOR DRAIN VALVE			STD
360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20		\$324.00
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4		\$88.00
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			STD
134-001	ALUMINUM FLYWHEEL HOUSING			STD
132-004	ELECTRIC GRID AIR INTAKE WARMER			N/C
155-060	DELCO 12V 39MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH			N/C

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	-110	-35	\$9,697.00
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV			N/C
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84D-022	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 5, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
34C-010	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR, BLUNT CUT, MOUNTED BETWEEN DRIVER AND PASSENGER SEATS			\$262.00
362-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO			N/C
363-002	PTO MOUNTING, RH SIDE OF MAIN TRANSMISSION			N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			N/C
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			N/C
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			N/C
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			N/C
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			N/C
Front Axle and Equipment				
400-1BA	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE			\$77.00
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			STD
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-023	CONMET CAST IRON FRONT BRAKE DRUMS			STD
427-001	FRONT BRAKE DUST SHIELDS	5		\$71.00
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-003	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS			STD
406-001	STANDARD KING PIN BUSHINGS			STD
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	90		\$1,362.00
539-003	POWER STEERING PUMP			STD
534-003	4 QUART POWER STEERING RESERVOIR			N/C
533-001	OIL/AIR POWER STEERING COOLER			N/C
40T-003	SYNTHETIC 50W FRONT AXLE LUBE			STD
Front Suspension				
620-006	20,000# FLAT LEAF FRONT SUSPENSION	50		\$147.00
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION			STD
410-001	FRONT SHOCK ABSORBERS			\$135.00
Rear Axle and Equipment				
420-1K3	MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE			STD
421-586	5.86 REAR AXLE RATIO			N/C
424-003	IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING			STD
386-076	MXL 17N MERITOR EXTENDED LUBE MAIN DRIVELINE WITH FULL ROUND YOKES	25	25	\$450.00
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES			STD

Prepared for:
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Data Code	Description	Weight Front	Weight Rear	Retail Price
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30	\$1,390.00
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD- REAR AND REAR-REAR AXLE VALVE			N/C
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH			STD
87B-008	INDICATOR LIGHT FOR EACH DRIVER CONTROLLED TRACTION DEVICE SWITCH			N/C
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			STD
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-019	ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY			N/C
451-023	CONMET CAST IRON REAR BRAKE DRUMS			STD
425-002	REAR BRAKE DUST SHIELDS		10	\$134.00
440-021	SKF SCOTSEAL PLUS XL REAR OIL SEALS			STD
426-075	HALDEX GOLDSEAL LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS			STD
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS			STD
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE			STD
Rear Suspension				
622-1E4	TUFTRAC 46,000# 2-STAGE REAR SPRING SUSPENSION		180	\$425.00
621-055	TUFTRAC STANDARD RIDE HEIGHT			STD
431-003	AXLE CLAMPING GROUP			STD
624-028	56 INCH AXLE SPACING			N/C
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS			STD
439-001	REAR SHOCK ABSORBERS - ONE AXLE			STD
Brake System				
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL			STD
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
480-083	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER			STD

Prepared for:
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 Mike Grady
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 2955 S. WEST STREET
 WICHITA, KS 67213
 Phone: 316-945-5600

	Data Code	Description	Weight Front	Weight Rear	Retail Price
	483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER			STD
	479-015	AIR DRYER FRAME MOUNTED			N/C
N	460-095	STEEL AIR BRAKE RESERVOIRS MOUNTED PERPENDICULAR RH UNDER CAB	15	5	N/C
	477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS			STD
Trailer Connections					
	914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS			N/C
	296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, CENTER PIN POWERED THROUGH IGNITION			N/C
	297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME			N/C
Wheelbase & Frame					
	545-542	5425MM (214 INCH) WHEELBASE			N/C
	546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	390	70	\$1,035.00
	547-034	PARTIAL INNER FRAME REINFORCEMENT AT FRONT SUSPENSION	195	-5	\$937.00
	548-803	BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW			N/C
	552-030	1600MM (63 INCH) REAR FRAME OVERHANG			STD
	55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH	-20	60	N/C
	549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	135	-10	N/C
	AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 132.78 in			
	AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 129.78 in			
	AE4-99D	CALC'D FRAME LENGTH - OVERALL : 328.69			
	AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 132.78 in			
	FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 41.97 in			N/C
	FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 88.05 in			N/C
	553-001	SQUARE END OF FRAME			STD
	559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
	562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
	572-001	STANDARD REARMOST CROSSMEMBER			STD
	565-002	HEAVY DUTY SUSPENSION CROSSMEMBER			STD



Prepared for:
 John Lowe
 State of Kansas , Dept of Transportation
 900 SW Jackson
 Room 102N
 Topeka, KS 66612-1286
 Phone: 785-296-3126

Prepared by:
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Data Code	Description	Weight Front	Weight Rear	Retail Price
568-001	STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER			STD
Chassis Equipment				
556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203	-110		(\$515.00)
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15		\$89.00
586-015	FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS			STD
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
Fuel Tanks				
204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	20		\$108.00
218-006	25 INCH DIAMETER FUEL TANK(S)			STD
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
122-077	ALLIANCE FUEL FILTER/WATER SEPARATOR WITH HEATED BOWL AND PRIMER PUMP	15		\$103.00
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
N 221-998	NO FUEL COOLER	-10		N/C
Tires				
093-0RW	MICHELIN XZA2 ENERGY 315/80R22.5 20 PLY RADIAL FRONT TIRES	56		N/C
* 094-1DG	GOODYEAR G338 11R22.5 14 PLY RADIAL REAR TIRES		40	\$8.00
	{GOODYEAR G338 11R22.5 14 PLY RADIAL REAR TIRES}			
Hubs				
418-045	CONMET PRE-SET BEARING IRON FRONT HUBS			STD
450-045	CONMET PRE-SET BEARING IRON REAR HUBS			STD
Wheels				
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	50		STD
505-523	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		8	(\$288.00)
496-011	FRONT WHEEL MOUNTING NUTS			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
497-011	REAR WHEEL MOUNTING NUTS			STD
Cab Exterior				
829-1A8	110 INCH BBC STEEL CONVENTIONAL CAB			STD
82A-023	WESTERN STAR PAINTED ALUMINUM CAB SKIRT			STD
* 650-044	AIR CAB MOUNTS WITH CHECK VALVE			STD
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			STD
667-001	FRONT FENDERS			STD
678-009	LH AND RH EXTERIOR GRAB HANDLES AND RH INTERIOR GRAB HANDLE MOUNTED TO A POST			STD
646-008	STATIONARY BRIGHT FINISH GRILLE			STD
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE			STD
640-008	GALVANEALD STEEL SEVERE SERVICE CAB			STD
644-004	FIBERGLASS HOOD			STD
727-012	DUAL HADLEY SD-978 26 INCH RECTANGULAR AIR HORNS			STD
726-001	SINGLE ELECTRIC HORN			STD
728-002	DUAL HORN SHIELDS			STD
657-1AF	DOORS AND IGNITION KEYED THE SAME (3 KEYS)			\$7.00
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
312-072	SINGLE RECTANGULAR SEALED BEAM HEADLIGHTS WITH BRIGHT BEZELS			STD
302-001	(5) AMBER MARKER LIGHTS			STD
314-823	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH SINGLE CONNECTION AT LH FORWARD			\$98.00
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS			STD
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
744-1E0	DUAL WEST COAST STAINLESS STEEL HEATED MIRRORS WITH LH AND RH REMOTE			\$413.00
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
743-1AC	LH AND RH 8 INCH STAINLESS STEEL CONVEX MIRRORS MOUNTED BELOW PRIMARY MIRRORS			STD
74A-001	RH DOWN VIEW MIRROR			STD
729-001	STANDARD SIDE/REAR REFLECTORS			STD
787-020	ELECTRIC DOOR LOCKS, MECHANICAL KEY TUMBLER			\$190.00
768-046	17.5X35 INCH TINTED REAR WINDOW			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
661-006	TINTED DOOR GLASS			STD
654-011	RH AND LH ELECTRIC POWERED WINDOWS	4		\$264.00
663-002	2-PIECE TINTED CURVED GASKET MOUNTED WINDSHIELD			STD
659-016	1.5 GALLON WINDSHIELD WASHER RESERVOIR MOUNTED UNDER CAB WITH REMOTE FILL			STD
Cab Interior				
707-1D1	GRAY/MAPLE LEAF RED VINYL PREMIUM INTERIOR			\$184.00
70K-006	GREY HARD TRIM			N/C
706-049	BASE LEFT HAND DOOR TRIM			STD
708-049	BASE RIGHT HAND DOOR TRIM			STD
772-006	BLACK MATS WITH SINGLE INSULATION			STD
785-007	DASH MOUNTED ASH TRAY AND LIGHTER, DRIVER SIDE			STD
691-001	FORWARD ROOF MOUNTED CONSOLE			STD
694-009	PASSENGER SIDE WING DASH MOUNTED GLOVE BOX WITH LOCKING DOOR			STD
693-025	LH AND RH DOOR MAP POCKETS			STD
741-029	COAT HOOK ON RH BACKWALL OF CAB			STD
742-032	(1) DOUBLE CUP HOLDER WITH CELL PHONE HOLDER LH OR RH DASH			\$31.00
680-034	TWO-TONE CHARCOAL UPPER/COOL GRAY LOWER SOFT TOUCH WING DASH WITH BLACK DRIVER SIDE COSMETIC UNDER DASH COVER			STD
320-004	STANDARD WIRING			STD
700-015	HEATER, DEFROSTER AND AIR CONDITIONER WITH COSMETIC COVER			STD
701-010	HVAC DUCTING WITH FOAM MAIN FRESH AIR FILTER AND OUTSIDE PRE-FILTER			STD
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-019	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES			\$33.00
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR			STD
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER			STD
702-002	BINARY CONTROL, R-134A			STD
739-001	CAB INSULATION			STD
285-003	CIRCUIT FUSES			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
324-075	DOOR ACTIVATED DOME LIGHT, UNDER DASH LIGHT AND LH AND RH DOOR MOUNTED COURTESY LIGHTS			STD
655-005	LH AND RH ELECTRIC DOOR LOCKS			N/C
756-1DD	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 1 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION AND REAR CUSHION TILT			STD
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT			(\$788.00)
758-039	MORDURA CLOTH DRIVER SEAT			N/C
761-039	MORDURA CLOTH PASSENGER SEAT			N/C
763-003	3 POINT DRIVER AND PASSENGER SEAT BELT RETRACTORS			STD
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN			STD
540-020	2-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL(S)			N/C
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD

Instruments & Controls

185-004	STANDARD FOOT PEDAL SYSTEM			STD
870-004	STAR GAUGES WITH BLACK BEZELS			STD
732-018	ROYAL ROSEWOOD MATTE FINISH DRIVER INSTRUMENT PANEL			\$15.00
734-017	ROSEWOOD VINYL MATTE FINISH CENTER INSTRUMENT PANEL INSERT			N/C
486-001	LOW AIR PRESSURE LIGHT AND BUZZER			STD
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES			STD
198-024	FILTERMINDER DASH MOUNTED AIR RESTRICTION GAUGE	2		\$37.00
149-012	CRUISE CONTROL SWITCHES IN THE CENTER PANEL			STD
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-001	WARNING LAMP/LIGHT BAR DISPLAY, NON- DATA LINKED			STD
160-025	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939, LOCATED BELOW DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			STD
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
746-1A2	AM/FM/WB RADIO WITH FRONT AUXILIARY INPUT	10		\$281.00
747-002	ROOF/OVERHEAD CONSOLE MOUNTED RADIO			N/C
750-004	(4) RADIO SPEAKERS IN CAB			N/C
753-019	AM/FM ANTENNA MOUNTED ON RH FRONT A-PILLAR	2		\$43.00
748-998	NO CB RADIO/PROVISION			(\$85.00)
752-998	NO CB ANTENNA, BRACKET OR LEAD			(\$54.00)
810-042	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITH ODOMETER			STD
817-008	STANDARD VEHICLE SPEED SENSOR WITH ADDITIONAL SIGNAL FOR CUSTOMER USE LOCATED BETWEEN DRIVER AND PASSENGER SEATS			\$35.00
812-003	ELECTRONIC 3000 RPM TACHOMETER WITH HOUR METER			\$69.00
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP			STD
* 329-1AX	TEN IGNITION CONTROLLED EXTRA SWITCHES WITH INDICATOR LIGHT, 10 AMPS, WIRED BETWEEN DRIVER AND PASSENGER SEATS			\$236.00
	LABEL SWITCHES AS FOLLOWS: CAB STROBE, HIGH LOW STROBE, REAR STROBE, SPREADER STROBE, RIGHT ARROW, LEFT ARROW, TAILGATE LATCH, SPREADER LAMP, OPT, OPT			
482-001	BW TRACTOR PROTECTION VALVE			N/C
883-001	TRAILER HAND CONTROL BRAKE VALVE			N/C
836-001	2 INCH VOLTMETER			STD
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-026	CAB MARKER LIGHT AND HEADLIGHT SWITCH WITH SEPARATE SWITCH AND TERMINALS FOR CUSTOMER FURNISHED SNOW PLOW LIGHTS AND TURN SIGNALS			\$288.00
882-021	TWO VALVE PARK BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR			\$35.00
299-026	VSM NON CANCELING TURN SIGNAL SWITCH WITH INTEGRAL HEADLAMP DIMMER WITH BRAKE OVERRIDE			STD
298-036	PACIFIC INSIGHT ELECTRONIC FLASHER			STD

Design

Application Version 8.5.209
 Data Version PRL-05T.002
 4700sf



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Data Code	Description	Weight Front	Weight Rear	Retail Price
065-000	PAINT: ONE SOLID COLOR			STD
Color				
980-8FC	CAB COLOR A: HSB905935 WHITE PPG BASE/CLEAR			STD
96J-001	CAB INTERIOR PAINTED SAME AS CAB COLOR			STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
966-962	MAXION WHEELS W POWDER WHITE (N0006EA) REAR WHEELS/RIMS			N/C
Certification / Compliance				
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD
Secondary Factory Options				
998-001	CORPORATE PDI CENTER IN-SERVICE ONLY			N/C
999-014	DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE			N/C
Sales Programs				
NO SALES PROGRAMS HAVE BEEN SELECTED				

TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price ** \$146,701.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	9276 lbs	7238 lbs	16514 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight ⁺	9276 lbs	7238 lbs	16514 lbs

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ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

PMR-210	2010 ENGINE EMISSIONS ESCALATOR	\$7,300.00
PMT-013	2013 OBD/2010 EPA/CARB/GHG14 ESCALATOR	\$1,085.00
	STANDARD DELIVERY CHARGE	\$2,025.00

Dealer Installed Options

		Weight Front	Weight Rear	Price
HENDR	HENDERSON DUMP,PLOW,SPREADER	0	0	\$61,569.00
	Total Dealer Installed Options	0 lbs	0 lbs	\$61,569.00

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

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Q U O T A T I O N

WESTERN STAR 4700 SET-FORWARD FRONT AXLE CHASSIS

SET FORWARD AXLE - TRUCK CUM ISL 350 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE TUFTRAC 46,000# 2-STAGE REAR SPRING SUSPENSION DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	20,000# FLAT LEAF FRONT SUSPENSION 110 INCH BBC STEEL CONVENTIONAL CAB 5425MM (214 INCH) WHEELBASE 7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI 1600MM (63 INCH) REAR FRAME OVERHANG PARTIAL INNER FRAME REINFORCEMENT AT FRONT SUSPENSION BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW
---	--

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	89,643	\$	89,643
EXTENDED WARRANTY		\$	0	\$	0
DEALER INSTALLED OPTIONS		\$	61,569	\$	61,569
CUSTOMER PRICE BEFORE TAX		\$	151,212	\$	151,212

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$	(307.0)	\$	(307.0)
TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE		\$	(0)	\$	(0)
BALANCE DUE	(LOCAL CURRENCY)	\$	150,905	\$	150,905

COMMENTS: Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL: Please indicate your acceptance of this quotation by signing below: Customer:

X _____ Date: ___ / ___ / ___.



HENDERSON PRODUCTS, INC.
 PHONE: 563-927-2828 FAX: 563-927-2521

Page: 1

REMIT TO:
HENDERSON PRODUCTS, INC.
 8211 SOLUTIONS CENTER
 CHICAGO, IL 60677-8002

ORDER #	SHIP #	LOC	SHIP VIA	COLPPD	INVOICE #
J4-04127		4	BEST WAY		J4-04127
ORDER DATE	SHIP DATE	CUST #	PURCHASE ORDER #	JOB #	SLS
05/09/13		404000			140
					12/27/13

Sold to:

KANSAS TRUCK CENTER
 2955 SOUTH WEST STREET
 WICHITA KS 67213

Ship to:

KANSAS TRUCK CENTER
 2955 SOUTH WEST STREET
 WICHITA KS 67213

LINE SEQ #	ITEM NO. DESCRIPTION	UOM	QTY'S ORDERED PRICES	SHIPPED UNIT	BACKORDERED EXTENDED	NET
10	INSTALL EA *HENDERSON KDOT PACKAGE KANSAS ADDER PACKAGE WESTERN STAR CHASSIS INSTALL HENDERSON DUMP BODY - S/N MKE-26847 INSTALL HENDERSON PLOW - S/N RSP-14016, HT-08397 INSTALL HENDERSON SPREADER - S/N FSH-30940 NO PREWET OR TANKS NO WING NO HEATED WIPER NO CAMERA INSTALL MOUNTAIN TARP ALUMINUM ARM W/ TENSION BOW INSTALL CIRUS HYDRAULICS INSTALL WHELEN LIGHT SYSTEM		1.00			
Total Sell Price Total Freight Total Sales Tax Order Total Total Payment						

The purchaser is liable for any federal, state or local taxes assessed against the sale or INVOICE unless they are collected as a specific part of the INVOICE. No goods are to be returned for credit without prior authorization. A 1.5% per month delinquency charge will be added to unpaid balance of the INVOICE if not paid within 30 days from date of INVOICE. Annual percentage rate is 18%.

TERMS: NET 30

BALANCE DUE

Discount terms offered on sale amount only.
 No discount allowed on freight charges.

Cash, check or ACH transfer are
 acceptable cash discount payments